REQUEST FOR PROPOSAL

STAFF AUGMENTATION AND CONSULTING SERVICES
FOR VARIOUS
UTO SUPPORTED APPLICATIONS

RFP NO. 081604

DUE: 3:00 P.M., MST, 03/10/2016

Time and Date of Pre-Proposal Conference N/A

Deadline for Inquiries 3:00 P.M., MST, 02/25/16

Time and Date Set for Closing 3:00 P.M., MST, 03/10/16
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SECTION I – REQUEST FOR PROPOSAL

RFP 081604

Arizona State University is requesting sealed proposals from qualified firms or individuals for Staff Augmentation and Consulting Services for Various UTO Supported Applications.

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, Thursday, March, 10, 2016 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

_________________________
Catherine Thart, C.P.M.
Strategic Sourcing Manager

CT/ap
SECTION II – PURPOSE OF THE RFP

1. INTENT

Arizona State University wishes to contract for professional services in support of various systems and technologies that the University Technology Office (UTO) supports. Applications included in this RFP are, PeopleSoft, Salesforce, Kenexa, Blackboard, ServiceNow, Planview, JIRA & Confluence, u.Achieve (CollegeSource). Also included are specific development technologies or technology platforms including Java development, Microsoft .NET development, Mulesoft/Service Bus development.

Services for Staff Augmentation and Consulting Services

The University desires to assemble a list of qualified vendors who can provide additional staffing for one or more UTO supported applications and technologies. Depending on the specific application/technology, the resource needed may be technical, functional, or have both skillsets.

ASU UTO is frequently requested to work on projects which exceed the bandwidth of the available UTO staffed resources. ASU UTO on occasion is also tasked with providing expertise where there does not exist that internal expertise or the expert resources are not available. In these cases and when funding exists, ASU UTO will reach out to preferred vendors who have responded to this RFP to provide a consulting resource which meets the project requirements.

When consulting services are requested from a vendor, ASU UTO will provide the vendor a specific request for services in as much detail as possible. Should the Vendor wish to respond they will provide at a minimum a Statement of Work detailing the specific resource(s), a description of the work to be delivered, the initial begin and end work dates if applicable, and also the resource cost rate which will have been provided in this RFP response.

Regarding the resources provided by the Vendor, the University expects to be provided a resume of each resource being proposed by the Vendor to accomplish the ASU UTO staff augmentation/consulting request. Note, it is understood that the resource provided at the time of RFP response may not be available at the time of the ASU services request; therefore, the expectation is that the resume provided at the time of service request closely resemble that of the resource provided at the time of RFP.

Given the breadth of the applications supported by ASU UTO, the University anticipates that multiple vendors will be awarded this RFP. This will allow the
University to request skilled individuals from multiple vendors to selectively determine the best and/or most cost effective resource for the requested task.

2. BACKGROUND INFORMATION

Arizona State University is creating a new model for American higher education, an unprecedented combination of academic excellence, entrepreneurial energy and broad access. This New American University is a single, unified institution comprising four differentiated campuses positively impacting the economic, social, cultural and environmental health of the communities it serves. Its research is inspired by real world application, blurring the boundaries that traditionally separate academic disciplines. ASU serves more than 91,000 students at the Tempe Campus; Polytechnic Campus, in Mesa; West Campus, in Glendale; and the Downtown Campus in Phoenix. Phoenix, Arizona is the nation's fifth largest city. ASU champions intellectual and cultural diversity, and welcomes students from all fifty states and more than one hundred nations across the globe.

For more information about Arizona State University, visit our web site at http://www.asu.edu.

3. TERM OF CONTRACT

The initial contract period shall be one (1) year from date of award. Specific project durations will vary throughout the effective contract period. The University shall have the sole discretion to renew the contract(s) for four (4) successive one (1) year extensions, for a possible term of 5 years.
SECTION III – PRE-PROPOSAL CONFERENCE

X  No pre-proposal conference will be held.
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.

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). A parking meter is located near the main entry to USB.

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

3. 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).

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

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

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

7. Proposers submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to the University may be requested to give an oral presentation to a selection committee. Purchasing and Business Services will do the scheduling of these oral presentations.
8. The award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the University based on the evaluation factors set forth in this solicitation. Price, although a consideration, will not be the sole determining factor.

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

10. The University is committed to the development of Small Business and Small Disadvantaged Business ("SB & SDB") suppliers. If subcontracting (Tier 2 and higher) is necessary, 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.**

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

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

13. **EXCEPTIONS:** 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 contract 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.**

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

15. 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.

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

17. All proposals 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.

18. All required performance and payment bonds shall be held by the University in a secure location until the performance of the contract 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 of the bonds. Until such time the bonds shall remain in full force and effect.

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 proposal to this Request for Proposal, the Board or either of the other two Universities may purchase goods and/or services from any contract resulting from this Request for Proposal.**

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 proposer, the Community College District and/or Maricopa County may access a contract 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 contract 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 proposer, a member of $AVE may access a contract 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 contract 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:

Catherine Thart, C.P.M.
Purchasing and Business Services
University Services Building
Arizona State University
PO Box 875212
Tempe, AZ 85287-5212

Tel: 480-727-5177
E-mail: Catherine.thart@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.

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 Request for Proposal be of low- or no-content of reactive organic compounds, to the maximum extent possible.

25. Arizona requires that the University purchase ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available. If this Request for Proposal 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, the University will select your competitor’s product as meeting specifications and deem your product as not meeting specifications. See A.R.S. §34-451.

26. 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.

27. To the extent applicable to any contract resulting from this Request for Proposal, 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 HIPAA, 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, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees against all harm or damage caused or contributed to by proposer’s breach of its obligations under this paragraph.

28. 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 or offeror. 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 (10) 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 and Business Services
Arizona State University
PO Box 875212
Tempe AZ 85287-5212
Email: nichol.luoma@asu.edu
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.

29. Other Opportunities with the University NOT related to this Request for Proposal.

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 the University’s 380,000 alumni and provides valuable connections between them and a wide variety of businesses. By doing business with the University, 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.
- 221,000 of alumni reside in Arizona.
- More than 199,000 alumni live in Maricopa County.
- 38,000 of alumni reside in California.
- 55% of ASU alumni are under the age of 55.
- 85% own their own place of residence.
- 60% earn more than $50,000 annually.
- 40% fall in the top two highest wealth rating categories.
- 14% hold multiple and/or advanced degrees.

Specific partnership opportunities exist in a variety of areas.
- Advertise in the quarterly ASU Magazine, mailed to more than 340,000 homes around the world. The rate card is available for download. [https://magazine.asu.edu/advertising](https://magazine.asu.edu/advertising)
- Sponsor one of the Association’s many programs and events and receive recognition and access to targeted audiences. Events include: Founder’s Day, Homecoming, Travel shows, Career Fairs and many more! 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 110 Chapter/Club websites or in our electronic newsletters, sent out to more than 200,000 people monthly. Cost is $1000 per month per advertising venue.
- Learn more by viewing our [media kit](#).

Contact Robin Hawkins at 480-965-4631 or [robin.hawkins@asu.edu](mailto:robin.hawkins@asu.edu) today to start doing business with the Sun Devil nation.

Sun Devil Sports Marketing

Sun Devil Sports Properties is the exclusive marketing and corporate sponsorship partner for Arizona State University Athletics and manages all corporate marketing opportunities surrounding Sun Devil Athletics. Sponsorship opportunities include, but are not limited to, on-premise signage, TV, radio, print, internet, premium hospitality, event marketing and promotions. If you are interested in partnering with ASU Athletics, please contact Greg McElroy at 480-965-2022 or at [Greg.McElroy@asu.edu](mailto:Greg.McElroy@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

The following information is provided to assist in the preparation of the RFP response. Detailed below are specific areas where ASU may be requesting consulting resources. An RFP response should include at least one area listed below. However Vendors are encouraged to respond to as many areas below where the Vendor has expertise and resources.

1. PeopleSoft

Arizona State University went live on PeopleSoft in 2007. The PeopleSoft application environments and corresponding databases for ASU are hosted by an external vendor. ASU currently runs PeopleSoft Human Capital Management version 9.2 and PeopleSoft Campus Solutions version 9.0. At the time of this writing, ASU is on PeopleTools 8.53.24. Expected future upgrade events include PeopleTools 8.55 and Campus Solutions 9.2. As of now no project dates are set for these upgrades.

ASU has customized its PeopleSoft implementation using a bolt-on approach and making targeted enhancements to delivered components. Customizations are organized into approximately 550 custom PS projects containing approximately 2800 application designer objects, 28 modified Cobol programs, and hundreds of Application Engine programs. Since implementation ASU developers have touched approximately 48,000 objects which include 13,700 queries.

Staffing Requests

- **PeopleSoft Business Analyst**
  - Ability to understand requirements and/or obtain requirements for specific projects. Document requirements into usable specifications for a technical developer. Test development for functionality and usability. Research problems with the application. Business Analyst should have some experience working on the tasked functional module.

- **PeopleSoft Technical Developer**
  - PeopleCode, Application Engine, Integration Broker, Application Package, Component Interface

- **PeopleSoft Functional Specialist**
  - Various areas of PeopleSoft module expertise. Include functional specialists for both Human Capital Management and Campus Solutions

- **PeopleSoft Security Specialist**
  - Maintain security configuration. Includes knowledge of user profile management, roles and permission lists, row level security setup

- **PeopleSoft System Administrator**
  - Maintains PeopleSoft environments including Application servers, Web servers, and Database servers
2. Salesforce

Arizona State University is using Salesforce to implement a 360 degree view of its constituents. Current customers/users of the system are departments who have a customer service responsibility, undergraduate and graduate recruitment offices, marketing users across campus, the ASU Helpdesk, and corporate relationship managers.

ASU is using the Service Cloud to deliver case management and knowledge base functionality to recruitment offices, and departments providing service to constituents, primarily students. The Sales cloud has been implemented to enhance our account-contact model by utilizing leads, campaigns and opportunities, and the Marketing Cloud has been implemented in a stand-alone fashion to serve marketing users. Auxiliary functionality that is not delivered in the Salesforce native interface, such as integrations, has been built out using custom force.com pages, Salesforce Communities, DB AMP Pro(for data integrations), and a 3rd party master data management solution.

Future enhancements and functionality include but are not limited to:

- Expanded use of Salesforce Communities
- Integration of the Marketing Cloud with the Sales Cloud and development of a custom preference center
- Increased data integrations
- Increased functionality to support corporate relationship management, non-credit executive and extended education, and pipeline management

Staffing requests

- Salesforce Administrators
  - Demonstrated ability and prior experience in managing a Salesforce org
  - Salesforce certification required
- Marketing Cloud administrator
  - Demonstrated ability and prior experience in administering Exact Target
  - Demonstrated experience with Buddy Media, Radian 6 and Social Studio
  - Demonstrated experience in security configuration of Marketing Cloud
- Marketing Cloud developer
  - Demonstrated experience with Salesforce and Exact Target API
  - Demonstrated Experience in implementing integrations with Marketing Cloud and Salesforce
- Salesforce Developers
  - Communities
  - Force.com
- Data integration specialist
  - Real Time data leveraging a Service Bus and Lightning Connect
  - Heroku Experience
  - Mulesoft Experience
- Reporting analyst
  - Demonstrated experience with Salesforce and Exact Target API
Demonstrated Experience in implementing integrations with Marketing Cloud and Salesforce

Business analyst
Serves as a liaison between a business area and technology team; assists with review, analysis, implementation, and evaluation of business systems and user needs for various core functional area. Assists with gathering information, drafting requirement, writing specifications, working with the Project Manager, helping to develop and execute test plans and assists technical staff to build and deploy technology solution. Work directly with Project Managers, System Administrators, Application Developers and Customers to ensure requirements are achieved and successfully implemented. Provides input on application testing and coordinates performance of tests.

3. IBM Kenexa

Future enhancements to standardize recruitment processes for all employees and potential added gateways for Faculty recruitment are on the ASU roadmap. ASU continues to have a need for a standard on-boarding solution and may consider revisiting IBM Kenexa Onboarding solution after the On-boarding solution redesign is completed.

Staffing requests
- Kenexa Implementation Consultants
  - Specializing in Higher Education implementation for the IBM Kenexa BrassRing and On-boarding Products.

4. Blackboard

The Learning Management System (LMS) at ASU is going to be changing significantly over the next couple of years. Staffing will be needed to transition all the courses and once new LMS is implemented, help troubleshoot and conduct workshops. In addition, faculty support will need to be augmented which will provide assistance in the transition to the new system.

Staffing Requests
- LMS Administrator who has at least two years of experience working in an LMS environment
  - Demonstrated ability and prior experience with various LMS, including SAS solution
- LMS Integration Specialist
  - Help Troubleshoot issues
- Instructional Technologist
  - Help faculty rethink, redesign and set up new courses in the new LMS
  - Conduct Faculty Workshops

5. ServiceNow
- ServiceNow Administrator who has at least two years of experience working on the ServiceNow platform.
6. **Planview**
   - Plainview Administrator who has at least two years of experience working on the Planview platform.

7. **JIRA/Confluence (Atlassian)**

   Arizona State University has used Atlassian products, JIRA and Confluence for many years. ASU upgraded from an on-premise implementation of JIRA to an Atlassian Cloud (formerly Studio) implementation at the end of 2011.

   At the time of this RFP, ASU is running Atlassian Cloud which includes JIRA (version 7.0.0) with the add-ons of JIRA Agile and JIRA Capture, and Confluence including Confluence Team Calendars.

**Staffing Requests**
- Atlassian Product Administrator
  - Administer JIRA and Confluence instances. Create JIRA workflows including project workflows, screen schemes, permission schemes, and notification schemes. Understands and can grant user permissions. Understands various Agile and Waterfall development methodologies.

8. **Java**

   Arizona State University is using JAVA as a development framework for a large number of custom application that supports the needs of the University and its staff and students. JAVA is used for both enterprise and non-enterprise web applications.

**Staffing Requests**
- Java Developer, Sr.
  - Designs, develops, and implements web-based Java applications to support business requirements.
  - Follows approved life cycle methodologies, creates design documents, and performs program coding and testing.
  - Resolves technical issues through debugging, research, and investigation.
  - Ensure delivery of software through application of approved agile/scrum processes and procedures Design and develop new software applications.
  - Experience architecting Enterprise software solutions.
  - Experience in developing database-driven software.
  - Familiarity with Atlassian Confluence and JIRA a plus
  - Familiarity with SVN, GITHUB, Jenkins
  - Prefer a bachelor's degree in area of specialty and 4-6 years of experience in the field or in a related area.
- Java Developer, Jr/Associate.
  - Fundamental understanding of how to design and program in the object-oriented paradigm making proper use of encapsulation, inheritance, polymorphism and common design patterns.
Excellent troubleshooting and debugging skills Analytical thinking and strong problem solving ability.

Familiarity with stress, load, and resiliency testing concepts a plus excellent written communication and documentation skills a must

Familiarity with Atlassian Confluence and JIRA a plus

Familiarity with SVN, GITHUB, Jenkins

Prefer a bachelor's degree in area of specialty and 1-2 years of experience in the field or in a related area.

9. Microsoft .NET

Arizona State University is using .NET as a development framework to support specific customer application that supports the needs of the UTO’s clients. These applications are currently in a maintenance stage but some enhancements are needed.

Staffing Requests

- .NET Developer, Sr.
  - Designs, develops, and implements web-based .NET applications to support business requirements.
  - Follows approved life cycle methodologies, creates design documents, and performs program coding and testing.
  - Resolves technical issues through debugging, research, and investigation.
  - Ensure delivery of software through application of approved agile/scrum processes and procedures Design and develop new software applications.
  - Experience architecting Enterprise software solutions.
  - Experience in developing database-driven software.
  - Familiarity with Atlassian Confluence and JIRA a plus
  - Familiarity with SVN, GITHUB, Jenkins
  - Prefer a bachelor's degree in area of specialty and 4-6 years of experience in the field or in a related area.

- .NET Developer, Jr/Associate.
  - Fundamental understanding of how to design and program in the object-oriented paradigm making proper use of encapsulation, inheritance, polymorphism and common design patterns.
  - Excellent troubleshooting and debugging skills Analytical thinking and strong problem solving ability.
  - Familiarity with stress, load, and resiliency testing concepts a plus excellent written communication and documentation skills a must
  - Familiarity with Atlassian Confluence and JIRA a plus
  - Familiarity with SVN, GITHUB, Jenkins
  - Prefer a bachelor's degree in area of specialty and 1-2 years of experience in the field or in a related area.

10. Mulesoft Enterprise Service Bus / Service Oriented Architecture

Arizona State University UTO purchased the Mulesoft Enterprise Service Bus (ESB) in 2014. ASU is currently on version 3.7.2 of Mule ESB.
ASU utilizes the ESB to connect disparate applications. The main goal is to provide visibility to the integration, centralize the integration on one platform with consistent security and monitoring, and provide the opportunity for integration reuse. Furthermore, ASU may wish to develop an API for both public and private consumption.

Staffing Requests
- Integrations Developer
  - Mulesoft Enterprise Service Bus development experience. Strong Java skills.
  - Knowledge of integration technologies including REST and SOAP. Experience with queuing technology such as RabbitMQ or ActiveMQ. Experience with development or use of one or more of: PeopleSoft, Salesforce, Kenexa is highly desirable.

11. **U.Achieve (CollegeSource)**
Arizona State University UTO has a very large U.Achieve(DARs) implementation for Degree Audits, Transfer Articulation, and financial aid verification. UTO has created many customizations to the software using JAVA.

The U.Achieve Suite combines degree audit reporting, academic planning, and schedule building into one comprehensive solution for student success. Supporting student and advisor collaboration in the process of planning an academic career, U.Achieve ensures that students have accurate, complete, and personalized information for achieving their educational goals.

Staffing Requests
- Java Developer, Sr.
  - Designs, develops, and implements web-based Java applications to support business requirements.
  - Follows approved life cycle methodologies, creates design documents, and performs program coding and testing.
  - Resolves technical issues through debugging, research, and investigation.
  - Ensure delivery of software through application of approved agile/scrum processes and procedures Design and develop new software applications.
  - Experience in developing for and within uAchieve software.
  - Experience architecting Enterprise software solutions.
  - Experience in developing database-driven software.
  - Familiarity with Atlassian Confluence and JIRA a plus
  - Familiarity with SVN, GITHUB, Jenkins
  - Prefer a bachelor's degree in area of specialty and 4-6 years of experience in the field or in a related area.
- Java Developer, Jr.
  - Fundamental understanding of how to design and program in the object-oriented paradigm making proper use of encapsulation, inheritance, polymorphism and common design patterns.
  - Excellent troubleshooting and debugging skills Analytical thinking and strong problem solving ability.
  - Familiarity with stress, load, and resiliency testing concepts a plus excellent written communication and documentation skills a must
- Familiarity with Atlassian Confluence and JIRA a plus
- Familiarity with SVN, GITHUB, Jenkins
- Prefer a bachelor's degree in area of specialty and 1-2 years of experience in the field or in a related area.

**Vendor Provided Value**

Please describe your firm's value added capabilities. Include any special resources, skills, or services which can be provided by the firm in addition to the required scope (ex. The benefit of the work completed compared with cost incurred by ASU either by contributing to the effort or by completing the task independently.)
SECTION VI – GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS

In order to reduce the adverse environmental impact of our purchasing decisions the University is committed to buying goods and services from manufacturers and suppliers who share the University’s 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 (2) 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. This is 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 three (3) years in providing services as listed in this Request for Proposal.

2) Provide company’s proven track record providing the requested services (ex. turnaround to a service request).

3) Review and acceptance of ASU standard contract terms. Note: all exceptions with justification and alternative language MUST be submitted with the proposal

4) The proposer must provide at least (3) references must be included stating the name, position, telephone number, fax number, and if available, the E-Mail or Internet address of a contact person.

5) The proposer must provide a resume for all key personnel which will be assigned as the university’s point of contact to this engagement. If examination of the resume does not substantiate the claimed years of experience you will be disqualified for that role/skill/position. At a minimum, your resumes must:

   a. Include the staff member’s real name,
   b. Include actual client names (ex. Arizona State University),
   c. Include the start and end month for each client (ex. Aug 07 – Aug 08), and
   d. Provide a one line description of the work performed for the client (ex. Led initial PS Payroll implementation).

The University must approve all personnel assigned to this engagement. Any changes to personnel assigned to the project must be approved by the University. ASU may in good faith and for good cause request the firm to replace personnel assigned to this engagement. The firm will promptly replace such personnel at no additional cost to the University.
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 expertise in performing services outlined in Section V, including Value Added Services

2) Cost – The all-inclusive, not-to-exceed, hourly rate(s) will be considered in conjunction with the cost per level of experience as indicated in Section IX-Pricing Schedule.

3) Qualifications as indicated in Section VII.

4) Acceptance of ASU standard contract terms (See Section XII – Consultant Agreement). Note: all exceptions with justification and alternative language MUST be submitted with the proposal.

5) Sustainability Efforts
SECTION IX – PRICING SCHEDULE

The price schedule for staffing services will be presented as an all-inclusive hourly rate in matrix form by skill, level, years of activity and location of service delivery. If you would like to establish multiple levels with different rates, you may do so (ex. PeopleSoft Campus Solutions Functional Intern).

Section V includes a listing of desired skills and positions. However, proposers may respond with a more detailed listing of positions that are covered in Section V. For example, the RFP calls for two different Java skillsets, if your response includes three distinct position skillsets, this is acceptable assuming you include what differentiates the positions.

Fill out the table below. Consider these requirements as you complete your table.

1. You do not need to propose a rate for each role/skill/position. Only fill out the rows for the roles for which you would like to be considered.

2. Rates should be provided through 2021. If the rates are not constant during that period, there should be one rate through 2016 and another for 2017, etc. (ex. PeopleSoft CS Functional 2016).

3. To be considered, rate proposals must be hourly and must be inclusive of all expenses. These ‘not-to-exceed’ rates may be proposed for three alternative work situations:
   a. On-Campus – Staff members proposed under this rate structure will be expected to work on the Arizona State University campus in Tempe, AZ from Monday 8am to Thursday 5pm. Note: The state of Arizona does not alter clocks for daylight savings time. Work schedules may be adjusted on an overall or case-by-case basis. Staff members may be asked to work overtime (at the same rate), weekends, or alternate schedules. These staff members will be provided a workspace on campus, a WiFi network connection, and access to relevant applications. They must provide a laptop and a cell phone.
   b. Off-Campus – Staff members proposed under this rate structure will reside in the United States or Canada and will be expected to work eight hours a day (8am to 5pm Mountain Standard Time) five days a week (Monday through Friday) Note: The state of Arizona does not alter clocks for daylight savings time. Work schedules may be adjusted on an overall or case-by-case basis. Staff members may be asked to work overtime (at the same rate), weekends, or alternate schedules. These staff members will be provided access to relevant applications. They must provide a workspace, a computer, a phone, and a broadband internet connection.

4. Please list actual names in the three years of experience columns. You may list a single individual in several different cells (ex. the same name could be repeated in the HCM Functional 6-10 years cell and the HCM Technical 1-5 years cell). Do not include more than 10 names in any individual cell in the table below. If you have more than 10 staff members for a particular cell, you should submit the 10 most qualified.
5. Next to each candidate staff member’s name, please add the ‘years of service with your firm’ (in parentheses) to help us understand how extensive your relationship is with the candidate staff member. The years of service may include full-time work with your firm or subcontracted work with your firm. For example, you would list ‘George Washington (2)’ in the 11+ years of experience column of the PeopleSoft HCM Technical row if George has 11+ years of PeopleSoft HCM Technical experience overall, worked for your firm as a full-time employee for eight months in 1997, and worked through your firm as a subcontractor for 16 months in 2001 and 2002.

6. If a candidate staff member is available to you as a resource, but has not worked for your firm or subcontracted thru your firm in the past, it is acceptable to include the candidate, such as the example of ‘Thomas Jefferson (0)’.

7. You may propose rates for a role that you don’t currently have on staff but have had on staff in the past or expect to have on staff again in the near future. To do this, you would fill out one or more of the rate columns and leave the three experience columns blank.
<table>
<thead>
<tr>
<th>Role / Skill / Position</th>
<th>All-inclusive Not-to-exceed Hourly Rate</th>
<th>Names of Staff with: (Do not list more than 10 names in any individual cell)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>On-Campus</td>
<td>Off-Campus</td>
</tr>
<tr>
<td>***Example Only ***</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PS CS Functional</td>
<td>75</td>
<td>50</td>
</tr>
<tr>
<td>PeopleSoft Project Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other IT Project Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technical – BPEL and SOA Suite Workflow Development</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PeopleSoft CS Functional</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PeopleSoft HCM Functional</td>
<td></td>
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</tbody>
</table>
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) “single”** continuous (no folders) electronic copy (CD, FLASH Drive, etc.), PC readable, labeled, no passwords, and **less than 10 MB**.

  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 Request for Proposal 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 certification, the University may, at its sole option, ask the proposer to provide the missing information or evaluate the proposal without the missing information.

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

2. Acceptance of ASU’s RFP terms and conditions: Note: all exceptions with justification and alternative language MUST be submitted with the proposal.

3. Proposer response to Section VII: Qualifications

4. Proposer response to Section V: Specifications/Scope of Work.

5. Section IX-Pricing Schedule which must include the table provided.

6. Any additional services, skills and / or value
SECTION XI – PROPOSER INQUIRY FORM

Pre-Proposal Questions, General Clarifications, etc.

PROJECT NAME: STAFF AUGMENTATION AND CONSULTING SERVICES FOR VARIOUS UTO SUPPORTED APPLICATIONS

PROPOSAL NUMBER: RFP 081604
INQUIRY DEADLINE: 3:00 P.M., MST, February 25, 2016

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

DATE: ______________________

WRITER: ______________________

COMPANY: ______________________

E-MAIL ADDRESS: ______________________

PHONE: ______________________ FAX: ______________________

QUESTIONS:

__________________________________________________________________________

__________________________________________________________________________

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SECTION XII – CONSULTANT AGREEMENT

THIS AGREEMENT is made by and between the Arizona Board of Regents, a body corporate, for and on behalf of Arizona State University (“ASU”) and ___________________________, a ___________________________ ¹ (“Consultant”), effective as of _____________, 2016 (the “Effective Date”).

In consideration of the mutual obligations specified in this Agreement, the parties agree as follows:

1. Engagement; Consulting Services. ASU retains Consultant, as of the Effective Date, and Consultant accepts such engagement, to perform the services as and when described on Exhibit A (the “Services”). As part of the Services, Consultant will deliver to ASU all goods, reports, code, documents, software, and other materials (the “Deliverables”) as may be set forth on Exhibit A.

2. Compensation. ASU will pay Consultant for the Services as and when set forth on Exhibit B. Unless set forth with specificity on Exhibit B, Consultant will be solely responsible for all expenses incurred in connection with Consultant’s obligations under this Agreement. All payments will be made in Consultant’s legal name as set forth in the opening paragraph.

3. Term and Termination. The obligations of the parties will commence on the Effective Date and, unless previously terminated as provided herein, expire on the earlier of the date that the Services are completed, or _____ months after the Effective Date (the “Term”). Total Term will not exceed 5 years. ASU may terminate this Agreement with or without cause upon 10 days’ prior written notice to Consultant. Upon termination, ASU will have no further obligations to Consultant other than payment for Services rendered and Deliverables delivered, in each case as of the effective date of termination. All provisions of this Agreement that anticipate performance after the termination of this Agreement, and all provisions necessary to interpret and enforce such provisions, will survive termination of this Agreement.

4. Independent Contractor. Consultant is an independent contractor. Neither Consultant nor any of Consultant’s employees, agents, or subcontractors, or their employees or subcontractors (collectively, with Consultant, the “Consultant Parties”), will be employees, agents, partners, or joint venturers of ASU. ASU will provide no employee benefits to the Consultant Parties, including worker’s compensation coverage. None of the Consultant Parties will be eligible for any benefits from ASU, nor will ASU make deductions from any amounts payable to Consultant for taxes. Taxes for any amounts paid to Consultant will be Consultant’s sole responsibility.

5. Hours; Business Operations. Consultant will determine Consultant’s hours of work. ASU will not set working hours for Consultant. ASU will not combine the business operations of ASU with Consultant; these operations will be maintained separately. Consultant will provide all tools, equipment, and supplies Consultant may determine to be necessary to perform the Services, and Consultant will obtain and maintain in full force and effect all business registrations or licenses required to perform the Services.

6. Supervision. Consultant is using its own knowledge, skill, and technical know-how in the performance of the Services and is not being supervised by ASU. The conduct and control of work under this Agreement lies solely with Consultant, and ASU is interested only in final results.

¹ Insert full legal entity name. If Consultant is a corporation, partnership, or llc, include corporate suffix and state of formation. If Consultant is an individual, state full legal name and then state whether consultant is married or single and whether Consultant is dealing with Consultant’s community or sole and separate property.
7. **Records and Reports.** Within 10 days after the last day of each month during the Term, Consultant will provide to ASU, in writing, a reasonably detailed summary of Services rendered by Consultant during the month just ended. In addition, Consultant will provide interim written reports concerning the performance of the Services as and when ASU may request from time to time, and upon termination will, if requested by ASU, provide a final written report regarding the Services.

8. **Nondisclosure and Trade Secrets.** Consultant may receive (or has received) from ASU and otherwise be exposed to confidential and proprietary information relating to ASU’s business practices, strategies, and technologies, as well as confidential information of ASU necessary to perform the Services (collectively, “ASU Confidential Information”). ASU Confidential Information may include, but is not be limited to, confidential and proprietary information supplied to Consultant with the legend “ASU Confidential and Proprietary,” or other designations of confidentiality. Consultant will have no obligation to maintain as confidential any ASU Confidential Information that Consultant can show: (i) was already lawfully in the possession of or known by Consultant before receipt from ASU; (ii) is or becomes generally known in the industry through no violation of this Agreement or any other agreement between the parties; (iii) is lawfully received by Consultant from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to ASU sufficient to allow ASU to contest such order; or (v) is approved in writing by ASU for release or other use by Consultant.

As between Consultant and ASU, ASU Confidential Information is the sole, exclusive, and valuable property of ASU. Accordingly, Consultant will not reproduce or otherwise use any ASU Confidential Information except in the performance of the Services, and will not disclose any ASU Confidential Information in any form to any third party, either during or after the Term, except with ASU’s prior written consent. Upon termination of this Agreement, Consultant will cease using, and will return to ASU, all originals and all copies of ASU Confidential Information, in all forms and media, in Consultant’s possession or under Consultant’s control. In addition, Consultant will not disclose or otherwise make available to ASU in any manner any confidential information of Consultant or received by Consultant from any third party.

9. **Data Use and Ownership.** ASU will own, or retain all of its rights in, all data and information that ASU provides to Consultant, as well as all data managed by Consultant on behalf of ASU, including all output, reports, analyses, and other materials relating to or generated by the Services, even if generated by Consultant, as well as all data obtained or extracted through ASU’s or Consultant’s use of the Services or Deliverables (collectively, the “ASU Data”). The ASU Data includes student data, metadata, and user content. The ASU Data will be ASU’s Intellectual Property and Consultant will treat it as ASU’s confidential and proprietary information. Consultant will not use, access, disclose, or license or provide to third parties, any ASU Data, or any materials derived therefrom, except: (i) for Consultant’s internal, non-commercial purposes; (ii) to the extent necessary to fulfill Consultant’s obligations to ASU hereunder, or; (iii) as authorized in writing by ASU. Without limiting the generality of the foregoing, Consultant may not use any ASU Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without, in each case, ASU’s prior written consent. Upon request by ASU, both during and after the term of this Agreement, Consultant will deliver, destroy, and/or make available to ASU, any or all of the ASU Data.

10. **Ownership and Assignment of Work Product.** All Intellectual Property that any of the Consultant Parties may make, conceive, discover, develop, or create, either solely or jointly with any other person or persons including ASU, pursuant to or in connection with the Services (the “Contract IP”), will be owned by ASU, and where applicable, all copyrightable Contract IP will be considered “Work Made for Hire” under the U.S. Copyright Act, 17 U.S.C. §101 et seq. To the extent that any Contract IP is not, by operation of law, agreement or otherwise considered work made for hire for ASU (or if ownership of all rights therein do
not otherwise vest exclusively in ASU), Consultant hereby irrevocably assigns, and will cause all Consultant Parties to so assign, without further consideration, to ASU, all right, title and interest to all Contract IP. “Intellectual Property” means any and all inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, software, code, data, technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how, and all patent, trademark, service mark, trade secret, copyright, goodwill, and other intellectual property rights relating to the foregoing. Consultant will make full and prompt disclosure of all Contract IP to ASU. Consultant will, and will cause the Consultant Parties, upon request of ASU, to do such acts, and sign and deliver all instruments requested by ASU to vest in ASU the entire right, title and interest to the Contract IP, and to enable ASU to properly prepare, file, and prosecute applications for, and to obtain patents and/or copyrights on, the Contract IP, and, at ASU’s cost and expense, to cooperate with ASU in the protection of the Contract IP and/or defense of any litigation arising in connection with the Contract IP.

11. **Consultant’s Intellectual Property Ownership Rights.** Consultant will retain ownership of its pre-existing Intellectual Property, including any of its pre-existing Intellectual Property that may be incorporated into the Contract IP, provided that Consultant informs ASU in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Consultant hereby grants to ASU a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Contract IP or otherwise provided to ASU in the performance of the Services.

12. **Warranties.** Consultant represents and warrants that: (i) all of the Services will be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training and experience for the type of services they are assigned to perform; (ii) Consultant will comply, and will be responsible for ensuring Consultant Parties comply, with all applicable federal, state and local laws in the performance of this Contract; (iii) Consultant owns or has sufficient rights in all Deliverables, and no Deliverables will infringe on or violate any Intellectual Property of any third parties; (iv) no code or software developed or delivered by Consultant under this Agreement will contain any viruses, worms, Trojan Horses, or other disabling devices or code; and (v) in addition to any implied warranties, all Deliverables will conform to the specifications and descriptions created therefor.

13. **No Debarment.** None of the Consultant Parties, either directly or indirectly or through subcontractors, have been suspended, excluded from participation in or penalized by any Federal or State procurement, nonprocurement or reimbursement program. Consultant affirms that it has confirmed the above statement by checking The System for Award Management (SAM) ([https://www.sam.gov/portal/SAM/#1](https://www.sam.gov/portal/SAM/#1)) within 180 days prior to commencing Services. Consultant will provide immediate written notice to ASU upon the subsequent exclusion of any of the Consultant Parties, or upon learning of any investigation or proposed action that could result in such exclusion.

14. **Notices.** Any notices required or permitted hereunder will be given to the appropriate party at the address specified on the signature page or at such other address as the party specifies in writing. Each notice will be deemed given and received upon personal delivery, delivery against receipt via FedEx or a similar express delivery service, or 24 hours after being sent via facsimile (with machine confirmation of receipt).

15. **Nondiscrimination.** The parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. **If applicable, the parties will 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.

16. **Conflict of Interest.** If within 3 years after the execution of this Contract, Consultant hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Contract, then ASU may cancel this Agreement as provided in Arizona Revised Statutes ("ARS") § 38-511. Notice is also given of ARS §§ 41-2517 and 41-753.

17. **Arbitration in Superior Court.** As required by ARS § 12-1518, the parties agree to make use of arbitration in disputes that are subject to mandatory arbitration pursuant to ARS § 12-133.

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

19. **Records.** To the extent required by A.R.S. § 35-214, Consultant will retain all records relating to this Agreement. Consultant will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the term of this Agreement and for 5 years after the completion of this Agreement. Consultant will provide the records at ASU, Tempe, Arizona, or another location designated by ASU on reasonable notice to Consultant.

20. **Nonappropriation.** Consistent with A.R.S. § 35-154, if ASU’s performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to Consultant and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act beyond the control of ASU.

21. **Weapons, Explosive Devices, and Fireworks.** ASU 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 ASU or its affiliated or related entities, in all ASU residential facilities (whether managed by ASU or another entity), in all ASU vehicles, and at all ASU or ASU affiliate sponsored events and activities, except as provided in A.R.S. § 12-781, or unless written permission is given by the Chief of the ASU Police Department or a designated representative. Notification by Consultant to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or licensees of Consultant ("Consultant Notification Parties") of this policy is a condition and requirement of this Agreement. Consultant will enforce this contractual requirement against all Consultant Notification Parties. ASU’s policy may be accessed through the following web page: http://www.asu.edu/aad/manuals/pdp/pdp201-05.html.

22. **Indemnification by Consultant.** Consultant will indemnify, defend, and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities, and its and their officials, agents, and employees (collectively, "Indemnitee") for, 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) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, by (i) the negligent or willful acts or omissions of Consultant or any of its owners, officers, directors, members, managers, agents, employees, or subcontractors, (ii) a breach of this Agreement, or (iii) failure to comply with any applicable law (collectively, "Claims"). Consultant will be responsible for primary loss investigation, defense and
judgment costs where this indemnification is applicable. In consideration of the award of this contract, Consultant waives all rights of subrogation against Indemnitee for losses arising from the Services performed or Deliverables provided by Consultant under this Agreement.

23. **ASU Names and Marks.** Consultant will not use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of ASU (the “ASU Marks”), without in each case, the prior written consent of ASU. The use of any ASU Marks must comply with the ASU’s requirements including using the ® indication of a registered trademark where applicable.

24. **Information Security.** All systems that contain 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 and Services 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, including ASU’s information security requirements, as they may be amended from time to time, and that are set forth at the following web page: [http://links.asu.edu/infosec_contract_language](http://links.asu.edu/infosec_contract_language).

25. **Background Checks.** To ensure the safety and security of ASU, Consultant will conduct reference checks, background checks, and fingerprinting (“Screenings”) as and when required, on all persons employed or contracted by Consultant to perform work under this Contract. The necessity and adequacy of the Screenings will be determined by the type of work each person will be performing under this Agreement. At a minimum, within 90 days prior to a person commencing work under this Agreement, Consultant will conduct Screenings on such person as would be required if ASU were hiring the person. These minimum Screening requirements are set forth in ASU ACD 126 at [http://www.asu.edu/aad/manuals/acd/acd126.html](http://www.asu.edu/aad/manuals/acd/acd126.html) and ARS § 15-1649. During the Term, Consultant will exclude from any direct participation in Consultant’s performance hereunder, any dishonest, unethical, unreasonably dangerous, or otherwise unqualified person. Consultant will maintain as part of the records Consultant is required to maintain hereunder, all Screening information and all documentation relating to work performance for each employee or contractor who performs work hereunder. Consultant will abide by all applicable laws, rules and regulations including the Fair Credit Reporting act and/or any equal opportunity laws, rules, regulations or ordinances.

26. **Insurance Requirements.** Consultant will (and will cause its subcontractors to) procure and maintain until all of Consultant’s obligations have been discharged or satisfied, including any warranty periods under this Agreement, insurance as described on Exhibit C.

27. **Student Educational Records.** Student educational records are protected by the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (“FERPA”). Consultant will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from ASU or as otherwise provided by law. If this Agreement contains a scope of work or any provision that requires or permits Consultant to access or release any student records, then, for purposes of this Agreement only, ASU hereby designates Consultant as a “school official” for ASU under FERPA, as that term is used in FERPA and its implementing regulations. As such, Consultant will comply with FERPA and will not make any disclosures of ASU students’ educational records to third parties without prior notice to, and consent from, ASU or as otherwise permitted by law. In addition, any access or disclosures of student educational records made by Consultant or its employees and agents must comply with ASU’s definition of legitimate educational purpose, which definition can be found at SSM 107-01: Release of Student Information ([http://www.asu.edu/aad/manuals/ssm/ssm107-01.html](http://www.asu.edu/aad/manuals/ssm/ssm107-01.html)). If Consultant violates the terms of this section, Consultant will immediately notify ASU of the violation.
28. **Authorized Presence Requirements.** As required by A.R.S. § 41-4401, ASU is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A) (verification of employee eligibility through the e-verify program). Consultant warrants that it and its subcontractors comply fully with all applicable federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A). A breach of this warranty will be a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement. ASU retains the legal right to inspect the papers of any contractor or subcontractor employee who works hereunder to ensure that the contractor or subcontractor is complying with the warranty stated above.

29. **Leased Employees.** Consultant will determine and inform ASU if any leased employees are retired members of the Arizona State Retirement System prior to the leased employee performing any work under this Contract.

30. **Tobacco-Free University.** ASU is tobacco free. For details, visit [www.asu.edu/tobaccofree](http://www.asu.edu/tobaccofree).

31. **Outside Services; Notification.** Consultant is free to perform work for entities other than ASU as long as such services do not violate Consultant’s obligations under this Agreement. Consultant authorizes ASU to notify any actual or future employers or clients of Consultant of Consultant’s obligations hereunder.

32. **Offshore Performance of Work Prohibited.** Due to security and identification protection concerns, direct Services under this Agreement will be performed within the borders of the United States. Any Services that are described in the scope of work that directly serve ASU and may involve access to secure or sensitive data or personal client data or development or modification of software for ASU will be performed within the borders of the United States. Unless stated otherwise in the scope of work, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of this Contract. This provision applies to work performed by subcontractors at all tiers.

33. **Construction.** Each party acknowledges that it has had the opportunity to participate in the drafting of, and to have its legal counsel review, this Agreement. Consultant is not relying on the advice or counsel of any individuals employed by ASU in entering into this Agreement. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be applied in interpreting this Agreement.

34. **Americans with Disabilities and Rehabilitation Acts.** Consultant will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act, and all applicable federal regulations. All electronic and information technology and products and services to be used by ASU faculty/staff, students, program participants, or other ASU constituencies must be compliant with the Americans with Disabilities Act as amended and Section 508 of the Rehabilitation Act of 1973. Compliance means that a disabled person can acquire the same information, engage in the same interactions, and enjoy the same services as a nondisabled person, in an equally effective and integrated manner, with substantially equivalent ease of use.

35. **Governing Law and Venue.** This Agreement will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. ASU’s obligations hereunder are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to this Agreement will be conducted in Maricopa County, Arizona. Each party waives any objection it may now or hereafter have to venue or to convenience of forum.
IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date

**Arizona Board of Regents for and on behalf of Arizona State University**

By: ____________________________
Name: __________________________
Title: __________________________
Date Signed: ____________________

NOTICE ADDRESS:
__________________________________
__________________________________
__________________________________
Attn: ____________________________
Facsimile: _________________________

**Contracting Party:**

By: ____________________________
Name: __________________________
Title: __________________________
Date Signed: ____________________

NOTICE ADDRESS:
__________________________________
__________________________________
__________________________________
Attn: ____________________________
Facsimile: _________________________

---

Exhibit A – Services and Deliverables
Exhibit B – Compensation
Exhibit C – Insurance Requirements
EXHIBIT A – SERVICES AND DELIVERABLES
EXHIBIT B – COMPENSATION

1. FEES FOR SERVICES:

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

   ____________________________________________

   ____________________________________________

   ____________________________________________

   ____________________________________________

2. 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.
EXHIBIT C – INSURANCE REQUIREMENTS

Without limiting any liabilities or any other obligations of Consultant, Consultant will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged, including any warranty periods under this Agreement, or are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the performance of the Services.

These insurance requirements are minimum requirements for this Agreement and do not limit any indemnity covenants contained in this Agreement. ASU does not warrant that these minimum limits are sufficient to protect Consultant from liabilities that might arise out of the performance of the Services by Consultant or the Consultant Parties, and Consultant is free to purchase additional insurance.

A. Minimum Scope and Limits of Liability: Consultant will provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability – Occurrence Form. Policy will include bodily injury, property damage, personal injury, and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Blanket Contractual Liability – Written and Oral $1,000,000
   - Fire Legal Liability $50,000
   - Each Occurrence $1,000,000

   a. Policy will 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, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Consultant.”

   b. Policy will 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 Consultant.

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

   Required when Consultant will be driving on ASU campus on ASU business.

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

   a. Policy will 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, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Consultant, involving vehicles owned, leased, hired, or borrowed by Consultant.”

   b. Policy will 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 Consultant.

c. Policy will contain a severability of interest provision.

3. **Worker’s Compensation and Employers’ Liability** – statutory limits, as amended from time to time and in each case no less than the amounts specified below:

<table>
<thead>
<tr>
<th>Workers Compensation</th>
<th>Employers Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Accident</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Disease – Each Employee</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Disease – Policy Limit</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

a. Policy will 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 Consultant.

b. This requirement will not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor signs the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Technology/Network Errors and Omissions Insurance.**

- Each Claim $2,000,000
- Annual Aggregate $4,000,000

a. This insurance will cover Consultant’s liability for acts, errors and omissions arising out of Consultant’s operations or Services, including loss from unauthorized access or use that result in identity theft or fraud.

b. Coverage will include the following:

- Hostile action or a threat of hostile action with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible;
- Computer viruses, Trojan horses, worms and other type of malicious or damaging code;
- Dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data;
- Denial of service for which the insured is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system;
- Loss of service for which the insured is responsible that results in the inability of a third party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities;
• Access to a computer system or computer system resources by an unauthorized person or an authorized person in an unauthorized manner;
• Loss or disclosure of confidential information no matter how it occurs;
• Systems analysis;
• Software Design;
• Systems programming;
• Data processing;
• Systems integration;
• Outsourcing including outsourcing development and design;
• Systems design, consulting, development and modification;
• Training services relating to computer software or hardware;
• Management, repair and maintenance of computer products, networks and systems;
• Marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; and
• Data entry, modification, verification, maintenance, storage, retrieval or preparation of data output.

a. If the professional liability insurance required by this Agreement is written on a claims-made basis, Consultant warrants that any retroactive date under the policy will precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning at the time work under this Agreement is completed.

b. Policy will cover professional misconduct or lack of ordinary skill for those positions defined in the scope of work of this Agreement.

B. Additional Insurance Requirements: All policies will include, or be endorsed to include, the following provisions (blanket endorsements are not acceptable):

1. The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, wherever additional insured status is required such additional insured will be covered to the full limits of liability purchased by Consultant, even if those limits of liability are in excess of those required by this Agreement.

2. Consultant’s insurance coverage will be primary insurance with respect to all other available sources.

3. Coverage provided by Consultant will not be limited to the liability assumed under the indemnification provisions of this Agreement.

C. Notice of Cancellation: With the exception of 10 day prior written notice of cancellation for non-payment of premium, any changes material to compliance with this Agreement in the insurance policies above will require 30 days prior written notice sent directly to Director of Risk Management, Arizona State University, PO Box 876512, Tempe, AZ, 85287-6512 and shall be sent by United States certified mail, return receipt requested.

D. Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an “A.M. Best” rating of not less than A-VII (A minus seven). The State of Arizona in no way warrants that the above required minimum insurer rating is sufficient to protect Consultant from potential insurer insolvency.
E. **Verification of Coverage:** Consultant will furnish ASU with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. 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 ASU before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Agreement must be sent directly to Director of Risk Management, Arizona State University, PO Box 876512, Tempe, AZ 85287-6512. ASU’s project or purchase order number and project description will be noted on each certificate of insurance. The State of Arizona and/or ASU reserve the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

F. **Subcontractors:** Consultant’s certificate(s) will include all subcontractors as insureds under its policies or Consultant will furnish to ASU separate certificates and endorsements for each subcontractor. All coverages for subcontractors will be subject to the minimum requirements identified above.

G. **Approval.** These insurance requirements are the standard insurance requirements of ASU. Any modification or variation from these insurance requirements will require the approval of the Arizona Department of Administration, Risk Management Section.
SECTION XIII – MANDATORY CERTIFICATIONS

(Fillable PDF versions of mandatory certifications are located on-line under Supplier 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.

___________________________________________  ________________________________
(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 Non-Procurement Programs) can be found at https://www.sam.gov/index.html/#1#.)

(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)
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)
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, ASU is prohibited from awarding a contract to any contractor who fails, or whose subcontractors/subrecipients fail, to comply with Arizona Revised Statutes §23-214-A. Contractor warrants that it complies fully with all applicable federal immigration laws and regulations that relate to its employees, that it shall, as applicable or required under Arizona Revised Statutes §23-214A, verify, through the e-verify 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 to work on the contract, and that it shall, as applicable or required under Arizona Revised Statutes §23-214A, require its subcontractors and sub-subcontractors to provide the same warranties to Contractor.

A breach of the foregoing warranty shall be deemed a material breach of the contract. In addition to the legal rights and remedies available to the University hereunder and under the common law, in the event of such a breach, the University shall have the right to terminate the contract. Upon request, the University shall have the right to inspect the papers of each contractor, subcontractor or any employee of either who performs work hereunder for the purpose of ensuring that the contractor or subcontractor is in compliance with the warranty set forth in this provision.

_____________________________________________  _______________________________________
(Firm)       (Address)

_____________________________________________  _______________________________________
(Email address)

_____________________________________________  _______________________________________
(Signature required)       (Phone)

_____________________________________________  _______________________________________
(Print name)      (Fax)

_____________________________________________  _______________________________________
(Print title)      (Federal Taxpayer ID Number)

(Purchasing 06-23-2014)
The Supplier Sustainability Questionnaire is used to help the University understand how sustainable a supplier is. Sustainability is an important goal for the University, and as such, we expect our suppliers to help us support this goal. There are two (2) different questionnaires posted, one is for large companies while the other is for small businesses. A company is considered to be large when there are more than 100 fulltime employees or over 4 million dollars in annual revenue generated.

**SUPPLIER SUSTAINABILITY QUESTIONNAIRE – LARGE COMPANY**

Firm Name: ___________________ Date: ___________________

The Supplier Sustainability Questionnaire must be completed and returned with your Proposal. This questionnaire is applicable to firms that provide services as well as those that provide goods.

The University’s vision is to be environmentally sustainable while expanding our education, research, and community support programs. The University seeks suppliers who share our sustainability vision. Accordingly, please answer the following questions.

To each question please provide at least one (1) of the following types of responses:
- An explanation or description
- A URL of your policy or program

An electronic copy of your illustrative policies or programs must be provided if requested. If the question does not apply, answer with N/A and provide an explanation as to why.

**Energy**
1. What is your firm doing to be energy efficient?
2. What are your firm’s annual greenhouse gas emissions in metric tons of carbon dioxide equivalent? (Enter total metric tons of CO2 equivalency [includes the following GHGs: CO2, CH4, N2), SF6, HFCs and PFCs])
3. What plan is in place to reduce greenhouse gas emissions in the future?

**Solid Waste**
1. What is your firm doing to reduce waste to landfill?
2. What is your firm’s annual waste to landfill generated in metric tons? (Enter total metric tons)
3. What plan is in place to reduce waste to landfill generated in the future?

**Water Waste**
1. What is your firm doing to reduce water waste?
2. What is your firm’s annual water waste in gallons? (Enter total gallons)
3. What plan is in place to reduce water waste in the future?

**Packaging**
1. What is your firm’s plan to minimize packaging and/or describe your firm’s packaging “Take Back” program?
2. What kind of reusable, recyclable, and/or compostable packaging materials does your firm use?
3. What does your firm do to encourage/require your suppliers to minimize packaging and/or use reusable, recyclable, or compostable packaging materials?

**Sustainability Practices**
1. What programs does your firm have to encourage your employees to use alternative transportation while commuting to work and travelling locally?
2. What sustainability guidelines or environmental statement does your firm have to guide the firm as a whole?
3. What are your firm’s sustainable purchasing guidelines?
4. What kind of position(s) or team(s) does your firm have dedicated to overseeing sustainability initiatives?
5. List the sustainability related professional associations of which your firm is a member.
6. What kind of effort does your firm make to reduce the use of environmentally harmful materials?
7. Has an environmental life-cycle analysis of your firm’s products been conducted by a certified testing organization?
8. Does your firm use Green Seal/EcoLogo certified or biodegradable/eco-friendly cleaning products?
9. Has your firm been cited for non-compliance of an environmental or safety issue in the past ten years?
10. Name any third party certifications your firm has in regards to sustainable business practices?
11. Describe any other initiatives your firm has taken to integrate sustainability practices principles into your operations.

**Community**
1. What charity, community development, educational programs, or environmental programs is your firm involved in within your local community?
2. What educational programs does your firm have to develop employees?
SUPPLIER SUSTAINABILITY QUESTIONNAIRE – SMALL COMPANY

Firm Name: ________________________ Date: ________________________

The Supplier Sustainability Questionnaire must be completed and returned with your Proposal. This questionnaire is applicable to firms that provide services as well as those that provide goods.

The University’s vision is to be environmentally sustainable while expanding our education, research, and community support programs. The University seeks suppliers who share our sustainability vision. Accordingly, please answer the following questions.

To each question please provide at least one (1) of the following types of responses:
- An explanation or description
- A URL of your policy or program

An electronic copy of your illustrative policies or programs must be provided if requested. If the question does not apply, answer with N/A and provide an explanation as to why.

**Energy**
1. What is your firm doing to be energy efficient?
2. What plan is in place to reduce greenhouse gas emissions in the future?

**Solid Waste**
1. What is your firm doing to reduce waste to landfill?
2. What plan is in place to reduce waste to landfill generated in the future?

**Water Waste**
1. What is your firm doing to reduce water waste?
2. What plan is in place to reduce water waste in the future?

**Packaging**
1. What is your firm’s plan to minimize packaging and/or describe your firm’s packaging “Take Back” program?
2. What kind of reusable, recyclable, and/or compostable packaging materials does your firm use?
3. What does your firm do to encourage/require your suppliers to minimize packaging and/or use reusable, recyclable, or compostable packaging materials?

**Sustainability Practices**
1. What programs does your firm have to encourage your employees to use alternative transportation while commuting to work and travelling locally?
2. What sustainability guidelines or environmental statement does your firm have to guide the firm as a whole?
3. What are your firm’s sustainable purchasing guidelines?
4. What kind of position(s) or team(s) does your firm have dedicated to overseeing sustainability initiatives?
5. List the sustainability related professional associations of which your firm is a member.
6. What kind of effort does your firm make to reduce the use of environmentally harmful materials?
7. Does your firm use Green Seal/EcoLogo certified or biodegradable/eco-friendly cleaning products?
8. Has your firm been cited for non-compliance of an environmental or safety issue in the past ten years?
9. Name any third party certifications your firm has in regards to sustainable business practices?
10. Describe any other initiatives your firm has taken to integrate sustainability practices principles into your operations.

Community
1. What charity, community development, educational programs, or environmental programs is your firm involved in within your local community?
2. What educational programs does your firm have to develop employees?

If your firm is just beginning the sustainability journey, or is looking for tools and resources, here are some suggestions:

Energy
Greenhouse Gas Protocol provides tools to calculate emissions that are industry specific:
- http://www.ghgprotocol.org/calculation-tools
Practice Green health provides basic information and tools for emissions as well:

Solid Waste
The EPA’s pre-built excel file to help measure and track your waste and recycling:
  - http://www.epa.gov/smm/wastewise/measure-progress.htm
Greenbiz’s comprehensive guide to reducing corporate waste:

Water Waste
BSR’s guide on how to establish your water usage:
EPA information about conserving water:
  - http://water.epa.gov/polwaste/nps/chap3.cfm

Packaging
Links to get you started on sustainable packaging:

Sustainability Practices
Ideas for alternative transportation programs:
The EPA environmentally preferable purchasing guidelines for suppliers:
- http://www.epa.gov/epp/

EPA life cycle assessment information:
- http://www.epa.gov/nrmrl/std/lca/lca.html

Green Seal green products & services:

Ecologo cleaning and janitorial products:

EPA information on sustainable landscape management:
ATTN: Foreign individuals who are non-residents for US tax purposes only complete IRS Form W-8BEN. Foreign entities complete IRS Form W-8BEN-E.

Taxpayer Identification Number (TIN)

Employer ID Number (EIN)

Social Security Number (SSN)

LEGAL NAME: (must match TIN)

LEGAL MAILING ADDRESS: (Where tax information and general correspondence is to be sent)

DBA/Branch/Location:

ADDRESS:

ADDRESS LINE 1:

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 (EP: exempt payee [backup withholding] exemption code; FC: FATCA exemption code)

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) (EP: 5)

Corporation (providing health care, medical or legal services) (EP: 5)

Partnership, LLP or partnership organized as LLC or PLLC

The U.S. or any of its political subdivisions or instrumentalities (EP: 2 FC: B)

State, a possession of the US or any of their political subdivisions or instrumentalities (EP: 3 FC: C)

Tax-exempt organizations under IRC §501 or §403 (EP: 1 FC:A)

An international organization or any of its agencies or instrumentalities (EP: 4)

State of Arizona employee

Yes ☐ No (FC: D/E)

CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct TIN (or I am waiting for a number to be issued to me).
2. I am not subject to backup withholding because I am exempt from backup withholding, 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 the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. citizen or other U.S. person (defined below).
4. The FATCA codes entered on this form, if any, indicating that I am exempt from FATCA reporting are correct.

Certification instructions. You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

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**

**DO NOT SEND TO IRS**

**Legal Name:**

**TIN:**

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

If you select Yes, please provide your Arizona License #  and sales/use tax rate charged  %  DUNS#

**SECTION 1 - FEDERAL INFORMATION**

**What is your business’ federal classification type?** See the definitions in the link or on the Vendor Authorization Form instructions. (S.B.A. Small Business definition FAR 19.001 and size standards FAR 19.102) [http://www.sba.gov/size](http://www.sba.gov/size)

Large Business?  
YES  NO  NO

Small Business?  
YES  NO  NO

Please check all that apply to your business for the federal supplier type:

<table>
<thead>
<tr>
<th>Service-Disabled Veteran-Owned (VD)</th>
<th>Small Disadvantaged (SD)</th>
<th>Women-Owned (WO)</th>
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<tr>
<th>Veteran-Owned (VO)</th>
<th>Minority Institution (MI)</th>
<th>HUB Zone (HZ)</th>
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**SECTION 2 - STATE OF ARIZONA SMALL BUSINESS INFORMATION**

Are you self-certified according to this State of Arizona definition?  
“Less than 100 full-time employees OR less than $4 million in volume 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 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:  

Email:  

**VENDOR:** List the product or service provided.

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<th>Buyer:</th>
<th>Phone:</th>
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If the buyer name is listed, please return to the buyer.

**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.