REQUEST FOR PROPOSAL
OPEN SOURCE LEARNING TECHNOLOGIES DEVELOPMENT SERVICES
RFP 341903
DUE: 3:00 P.M., MST, 11/01/18

Time and Date of Pre-Proposal Conference 11:00 A.M., MST, 10/11/18
Deadline for Inquiries 3:00 P.M., MST, 10/19/18
Time and Date Set for Closing 3:00 P.M., MST, 11/01/18
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECTION I – REQUEST FOR PROPOSAL</td>
<td>3</td>
</tr>
<tr>
<td>SECTION II – PURPOSE OF THE RFP</td>
<td>4</td>
</tr>
<tr>
<td>SECTION III – PRE-PROPOSAL CONFERENCE</td>
<td>7</td>
</tr>
<tr>
<td>SECTION IV – INSTRUCTIONS TO PROPOSERS</td>
<td>8</td>
</tr>
<tr>
<td>SECTION V – SPECIFICATIONS/SCOPE OF WORK</td>
<td>13</td>
</tr>
<tr>
<td>SECTION VI – GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS</td>
<td>19</td>
</tr>
<tr>
<td>SECTION VII – PROPOSER QUALIFICATIONS</td>
<td>20</td>
</tr>
<tr>
<td>SECTION VIII – EVALUATION CRITERIA</td>
<td>21</td>
</tr>
<tr>
<td>SECTION IX – PRICING SCHEDULE</td>
<td>22</td>
</tr>
<tr>
<td>SECTION X – FORM OF PROPOSAL/SPECIAL INSTRUCTIONS</td>
<td>21</td>
</tr>
<tr>
<td>SECTION XI – PROPOSER INQUIRY FORM</td>
<td>24</td>
</tr>
<tr>
<td>SECTION XII – AGREEMENT - TERMS &amp; CONDITIONS</td>
<td>25</td>
</tr>
<tr>
<td>SECTION XIII – MANDATORY CERTIFICATIONS</td>
<td>46</td>
</tr>
<tr>
<td>SECTION XIV – SECURITY REVIEW PROCESS</td>
<td>74</td>
</tr>
</tbody>
</table>
SECTION I – REQUEST FOR PROPOSAL

RFP 341903

Arizona State University is requesting sealed proposals from qualified firms or individuals for **Open Source Learning Technologies Development Services**.

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 Boulevard and Broadway Road) Tempe, Arizona 85281 on or before **November 1, 2018 at 3:00 P.M. MST**. No proposal will be accepted after this time. **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 set for closing, will be returned to the proposer unopened.**

A representative of Purchasing and Business Services will announce publicly the names of those firms or individuals submitting proposals. No other public disclosure will be made until after award of the contract.

Arizona State University’s Overnight Delivery (FedEx, Airborne, and UPS) 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

Lorenzo Espinoza
Senior Buyer

LE/AP
SECTION II – PURPOSE OF THE RFP

1. INTENT

Arizona State University (ASU) seeks (1) development, integration, customization and cloud based hosting services for learning technologies that use open source code (“Learning Tool Development” or “LT Development”), and (2) learning technology tools for such open source code systems and platforms, as well as proprietary learning management systems, including Canvas and Blackboard (“Learning Tools”). LT Development may include such things as, but not limited to, Learning Management Systems, Open edX, and chat/messaging applications, functionality, and tools that enrich online learning experiences like H5P to enhance existing platforms used by ASU. Prospective suppliers should outline the learning technologies they support as well as their ability to customize and build new features to existing open source tools (i.e., API integration, CRM integration, SSO with external IDP, Learning analytics integration, Learning event data collection and reporting using Caliper/xAPI). Prospective suppliers should demonstrate a track record of expertise and prior examples of work in the technologies used to build the open source tools (e.g. Python/jDango in the case of Open edX and the Meteor framework in the case of Rocket Chat).

For the sake of clarity, ASU is looking for LT Development and Learning Tools, although prospective suppliers can respond to either or both categories without negative consequences. Prospective suppliers should respond to the area that they can provide. ASU is looking for Learning Tools such as:

- **Digital/Smart Flash Cards** – learning technology tools that support memorization, comprehension of basic facts and formulas, and otherwise provide an interactive method for students to learn specific information.
- **Interactive Learning Tools** – a broad category of learning technology tools that provide learners the ability to manipulate content, such as drag and drop, match, hot spot, annotation, and notation to facilitate better learning outcomes. ASU is interested in custom and off-the-shelf widgets and tools that can provide learners this level of interactivity. The tools should be able to track important analytical elements to improve student success.
- **Chat Tools** – learning technologies that integrate into the Open Source and other platforms that provide learners the ability to interact via audio, video, or text chat with other learners or their instructors. Such tools should include analytical tracking elements to improve student engagement and success.
- **Microcredentials** – learning technologies that allow ASU the ability to issue and document non-credit learning through alternative credentials. Such microcredentials may include digital badges, alternative transcripts, and/or non-credit certificates, and have the primary purpose of validating skills mastery and knowledge acquisition. Such learning technologies should be readily integrated into ASU’s Open Source and other learning management systems.
- **Gamification Tools** – learning technologies that establish an interactive experience for learners that include game-like evaluations. Such games may include a variety of
analytical tracking elements to determine student success and provide adaptive suggestions to learners for the improvement of their digestion of materials.

- **Calendar Tools** – learning technology tools that provide learners a single location for all of their scheduling needs. Provides ready digestion of course syllabi to create a composite schedule for learners. Learners should be able to adapt and customize their look and feel of the calendar and otherwise add or delete scheduled items. Such tools should provide analytical tracking elements to improve learner success and ASU insight into use of such tools.

- **Learning Resource Management** - Learning technologies that offer an organized solution for storing, archiving, presenting, searching, retrieving, circulating and embedding various types of resources. Learning Resources can include but are not limited to: videos, images, audio, links, and documents.

The University may choose to enter into multiple contracts under this solicitation.

After awarding, the University does not guarantee a certain amount of hours of work or projects per year, and there is no predetermined budget since services rendered are per an on-demand basis.

2. **BACKGROUND INFORMATION**

EdPlus is a central enterprise unit for ASU focused on the design and scalable delivery of digital teaching and learning models to increase student success and reduce barriers to achievement in higher education.

Arizona State University is 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 in metropolitan Phoenix, Arizona, 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.

If you would like more information about ASU, please visit us at [http://www.asu.edu](http://www.asu.edu).

3. **TERM OF CONTRACT**

The initial contract term will be for 1 (one) year(s) with the possibility of four (4) successive one (1) year renewals, for a total term not to exceed five (5) years. The contract will be available for use by other University departments during this term. **Pricing must be submitted for the initial one (1) year contract term and for the successive one (1) year renewals not to exceed five (5) years.**
The University may consider alternative term structures if it is deemed advantageous to do so. If alternative term structures are proposed, they should be specified in the Pricing Schedule. Note: An alternative cannot be submitted in lieu of the standard term, as stated above.
**SECTION III – PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at 11:00 a.m. (AZ time) on Thursday, October 11, 2018 via Zoom Video Conferencing.

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

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

To participate in the pre-proposal conference complete the following:

1. **Register by 5:00 p.m. on Wednesday, October 10, 2018**, for the event by sending an email of participants to include to Lorenzo.Espinoza@asu.edu. Include the following information:
   a. First and Last Name
   b. Company
   c. Title
   d. Email address
   e. Phone Number

2. On the day of the conference registered users will be provided a link to enter the virtual room.
   
   Only registered users may enter the room, guest access is blocked.

3. Once entered the conference audio information will be provided.
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 Boulevard 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 set 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 Chief Procurement Officer 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". Any confidential and/or proprietary documents must also be on a separate flash drive and labeled appropriately. If the Chief Procurement Officer concurs, this information will not be considered public information. The Chief Procurement Officer 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 **one hundred twenty (120) days** after the opening date and the right to accept a proposal not withdrawn before the scheduled proposal opening date.

13. **EXCEPTIONS:** The Arizona State University contract terms and conditions are included in this Request for Proposal in Section XII. These terms and conditions will 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.** All exceptions must be submitted with justification and alternate language, and MUST be submitted with the proposal. In no event is a Proposer to submit its own standard contract terms and conditions as a response to this RFP.

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. Arizona State University is a member of various co-operative organizations, in accordance with A.R.S Sections 11-952 and 41-2632. Under these Cooperative Purchasing Agreements, the University may share and distribute a contract resulting from a solicitation. 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. Administrative Fee: Awarded Suppliers shall pay ASU an Administrative Fee in the amount of 1 percent of the gross funds received by the Supplier from any of the Arizona Entities or any other similar entity in any other state. This fee will apply only to contracts entered into after the effective date of the signed contract. This fee will apply to any and all products and services sold by the Supplier that reference the signed contract as the supporting documentation to meet competitive bidding requirements. The Administrative Fee will be calculated based on all sales transacted under the contract, minus all taxes and any returns or credits. The Supplier will submit the Administrative Fee, along with a quarterly usage report documenting all contract sales, to the ASU Chief Procurement Office within thirty (3) days following the end of each calendar quarter. Each quarterly report at a minimum, shall disclose all purchased goods and services, prices paid, and quantity, by individual purchasing agency, for all sales within the calendar quarter just ended. The Supplier will upload to and make continuously available in the Central Repository the quarterly usage report.
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:

Lorenzo Espinoza  
Purchasing and Business Services  
University Services Building  
Arizona State University  
PO Box 875212  
Tempe, AZ 85287-5212  
Tel: 480-965-3849  
E-mail: Lorenzo.Espinoza@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.
SECTION V – SPECIFICATIONS/SCOPE OF WORK

5.1 Overview

5.1.1 Arizona State University seeks (1) development, integration, customization and cloud based hosting services, and (2) learning technology tools for such open source code systems and platforms for learning technologies that use open source code. Please refer to Section II Intent for additional information.

5.1.2 Prospective suppliers should demonstrate a track record of expertise and prior examples of work in the technology stacks that make up the open source applications and tools. It is important that suppliers have adequate staff resources and the capacity to execute on multiple concurrent projects for ASU.

5.1.3 INSTRUCTIONS TO PROPOSERS FOR SECTION V: Please fill in details about how your platform, technologies, and/or services will provide the following features/functionalities/services, including examples of previous projects (if applicable). The proposer may request a Word Document version of Section V upon request to ASU Purchasing. Please reply directly underneath each item below in Section V for ease of evaluation.

5.1.4 Place an “X” on the appropriate line(s) below indicating what is being offered (one or both may be selected):

- [ ] Learning Tools Development (Professional Services)
- [ ] Learning Tools Software Licensing

5.2 Standard Open Source Code Installation/Standup of Learning Technology

5.2.1 Depending on the technology, this may include services such as:

- Install open source applications and host on ASU Amazon Web Services (AWS) enterprise account and do necessary configurations.
- Integrate with current ASU technologies (e.g. single-sign-on, analytics, logging, backups)
- Secure application (with optional penetration testing and security scanning)
- Configure DNS
- Configure automated backups.
- Configure email features.
- Configure grade / learning analytics reporting
- Enable learning credential generation as needed (e.g. certificates and badges for students)
- Configure media integration and delivery (YouTube, Vimeo, MP4 on AWS)
- Configure learning event data exports as needed and integrate with external data stores (e.g. Caliper, xAPI).
5.2.2 The proposer must provide their response to 5.2 Standard Open Source Code Installation/Standup of Learning Technology in the space below:

5.3 Branding

5.3.1 Depending on the technology, this may include services such as:

- Basic branding of applications (e.g. adding logo and color scheme).

5.3.2 Comprehensive branding must fully conform to ASU brand standards. Proposer must comply with ASU Enterprise Brand and Marketing Guide (please visit https://brandguide.asu.edu/).

5.3.3 The proposer must provide their response to 5.3 Branding section in the space below:

5.4 Support Based on a Service Level Agreement (SLA)

5.4.1 Describe your firm’s ability to work with an AWS Managed Service Provider. The proposer must provide their response to this section in the space below.

5.4.2 Describe your firm’s ability to developing incident response scripts for applications under management. The proposer must provide their response to this section in the space below.

5.4.3 Describe your firm’s tiered service levels, including guaranteed incident response and resolution times with associated pricing. The proposer must provide their response to this section in the space below.

5.4.4 Describe your firm’s details on guaranteed uptime (if applicable). The proposer must provide their response to this section in the space below.

5.4.5 Describe your firm’s email/videoconference/telephone support/hours of operation (if applicable). The proposer must provide their response to this section in the space below.

5.4.6 Describe your firm’s ability for 24/7 monitoring of application and cloud infrastructure with notification triggers (if applicable). The proposer must provide their response to this section in the space below.

5.4.7 Describe your firm’s ability to upgrade applications as new open source code versions becomes available (if applicable). The proposer must provide their response to this section in the space below.
5.4.8 Describe your firm’s ability for application testing support (if applicable). The proposer must provide their response to this section in the space below.

5.4.9 Describe your firm's Disaster Recovery Plan to your proposed software product (if applicable). The proposer must provide their response to this section in the space below.

5.4.10 If proposer’s price for services is tied to any Service Level Agreements (SLAs) outside of the referenced items above in Section 5.4, specify those terms. The proposer must provide their response to this section in the space below, or as an exhibit/attachment clearly referenced in their proposal.

5.5 Custom Functionality

5.5.1 Depending on the technology, this may include services such as:

- Installation on cloud platforms other than AWS
- Third-party authorization (SSO / Federated login)
- Analytics
- Developing associated marketing landing pages
- E-commerce integration
- Mobile applications
- Search functionality
- Extending functionality and new feature (e.g. Xblocks in the case of Open edX)
- Custom theming
- Email templates
- Accessibility enhancements and remediation to meet Section 508 and WCAG guidelines.
- API integration with external applications
- CRM integration (e.g. Salesforce)

___________ Place an “X” on the line acknowledging this section.

5.5.2 The proposer must provide their response to 5.5 Custom Functionality on your proposed product, services, and capabilities in the space below:

5.6 Software Development Life-Cycle (SDLC)

5.6.1 Describe your firm’s ability to follow enterprise software development procedures and maintain Development, Staging and Production environments (if applicable). The proposer must provide their response to this section in the space below.

5.6.2 Describe your firm's ability to provide version control of all code with continuous integration and continuous deployment (CI/CD) strategies for cloud hosted environments (EdPlus uses Bitbucket and Bitbucket Pipelines). The proposer must provide their response to this section in the space below.
5.6.3 Describe your firm's automated cloud infrastructure provisioning, machine image creation and configuration management using tools such as Terraform, Packer, Ansible and Vagrant (if applicable). The proposer must provide their response to this section in the space below.

5.6.4 Describe your firm's ability to develop manual and/or automated testing procedures as needed to maintain stable systems and software update cycles (if applicable). The proposer must provide their response to this section in the space below.

5.6.5 Describe your firm's ability to create adequate documentation for ASU personnel to use and manage applications (if applicable). The proposer must provide their response to this section in the space below.

5.6.6 Describe your firm's ability to provide remote/onsite training for ASU personnel before application hand-off (if applicable). The proposer must provide their response to this section in the space below.

5.7 Ownership

5.7.1 The Proposer must acknowledge the scope under this RFP is for the development for ASU’s Ownership. Depending on the technology and the scope of needs from ASU, respondents will need to deliver to ASU for ASU’s ownership databases and platforms created under the scope of this RFP.

___________ Place an “X” on the line acknowledging this section.

5.7.2 Selected vendors will need to perform staging builds off the developed content for ASU.

___________ Place an “X” on the line acknowledging this section.

5.8 Security Support

5.8.1 The Proposer meets industry standards, such as SOC2 Type II reports, as well as regulatory compliance with FERPA and HIPAA statutes and the Global Data Protection Regulation (GDPR).

___________ Yes

___________ No

5.8.2 The Proposer has the ability to protect confidential data and session activity both within the application and in transit.

___________ Yes
5.8.3 The Proposer has the ability to encrypt data and session activity.

- Yes
- No

5.8.4 The Proposer supports mass notifications for users during emergencies, including any third party product integrations.

- Yes
- No

5.8.5 The Proposer must describe in detail delivered security elements such as, but not limited to, the encryption of sensitive data in transport, data at rest, third party security scanning, etc. The proposer must provide their response to this section in the space below.

5.8.6 The Proposer must provide acknowledgement of Section XIV for ASU’s Security Review Process. Note: Section XIV of the RFP is intended for proposers to understand ASU’s security review processes for all software or software developed for the project – website or otherwise. The proposer must understand and agree to ASU security assessment requirements if awarded this contract. This section is included only as reference.

- Place an “X” on the line acknowledging this section.

5.9 Miscellaneous

5.9.1 Proposers must provide direct responses to the following as part of their proposal under each question:

1) Does the proposal demonstrates a deep understanding of current learning technologies and trends?

2) Does the proposal indicates that the learning technologies development will be fun as well as educational if providing software/licensing support?

3) Does the proposal shows that a project can be developed on time within a reasonable price schedule due to open-source code, which is meant to provide services at a more competitive price than custom code?

4) Does the proposal allows testing during the development process to allow iteration in approach?
5) Does the proposal allows developers to work collaboratively with EdPlus or other ASU colleges/departments who utilize these services?

6) Does the proposal demonstrates responsiveness in stand-up and support time since open source code is meant to result in quicker standup and lower support costs?

7) Does the proposal shows and explains integration flexibility – to LMS’s such as Blackboard, Canvas and open edX?

8) Does the Proposer acknowledge ASU’s Ownership of underlying code and databases created on behalf of ASU?

5.10 Value-Added Services

5.10.1 Please provide a summary of any other value added services or programs that may contribute to the overall value of your proposal, including but not limited to:

- Training
- Industry Partnerships
- Support of ASU’s Charter and goals
- Support of Sustainable development, veterans’ affairs, initiatives in support of women, wellness, and our changing regional demographics
- Support and enhance of ASU’s reputation as an innovative, foundational model for the New American University
- Commitment to provide significant financial and non-financial support for the University and its signature programs
- Any other goods or services provided by your company

5.10.1 The proposer may use this section to provide any other additional detail or information that may benefit the overall evaluation of their proposal, including the consideration of the criteria in 5.10 Value-Added Services. The proposer should provide their response to this section in the space below.
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. The proposer may request a Word Document version of Section VII upon request to ASU Purchasing. Please reply directly underneath each item below in Section VII for ease of evaluation.

1. The proposer shall present evidence that the firm or its officers have been engaged for at least the past five (5) years in providing services as listed in this Request for Proposal.

2. The proposer must provide demonstrated experience in consulting and/or implementing large, scalable technology solutions at large institutions. Higher education experience is preferred similar to the size and scope of ASU. The proposer must provide detailed resumes of all developers on staff that may work on ASU projects and an organization chart if applicable.

3. The proposer must provide a minimum of three (3) references, a description of recent project and/or experience in providing similar services as described in this RFP, including institution size. References should be verifiable and able to comment on the firm’s experience, with a preference for references receiving services similar to those described in this Proposal. Include the name, title, telephone number, and email address of the individual at the organization most familiar with the Proposer.

4. The proposer must provide a statement of their review and acceptance of ASU’s Terms and Conditions included in this RFP under Section XII. **Note: all exceptions with justification and alternative language MUST be submitted with the proposal. Statements such as “We will negotiate in good faith if awarded” is not an acceptable response.**

5. The proposer must provide a statement acknowledging the instructions of all sections of the RFP, as well as their review and acknowledgement of any addendums posted to this RFP.

6. Describe your firm’s approach to providing the services described in Section V, as well as the methodology used. Include other steps if appropriate as well as the resources, from both organizations, that will be necessary for a successful implementation.

7. Describe what distinguishes the ability of your firm from that of your competitors to perform the services described in this Request for Proposal.
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. Response to Section V – Specifications/Scope of Work (40%)
2. Response to Section IX – Pricing Schedule (20%)
3. Response to Section VII – Proposer Qualifications (20%)
4. Acknowledgment and acceptance of ASU Terms and Conditions per Section XII (10%)
5. Sustainability Efforts/Sustainability Questionnaire (10%)

Confidential and/or Proprietary Information must be submitted per the instructions in Section IV, item 9. Any watermarks, footnotes or reference to Confidential and/or Proprietary throughout the submitted proposal will be disregarded as boilerplate markings. Any confidential and/or proprietary documents must be on a separate flash drive and labeled appropriately.
SECTION IX – PRICING SCHEDULE

Proposer shall submit a detailed cost proposal to include all aspects of providing the scope of work associated with this Request for Proposal. Any additional costs, fees, and expenses must be detailed in the proposer’s proposal. Any additional expenses, not explicitly stated, will not be honored by ASU unless negotiated and agreed upon prior to the start of additional work.

1. If proposer is providing license pricing, please complete Attachment A – Cost Summary to provide pricing in response to this RFP.

2. If proposer is providing development services, please itemize and provide hourly rates to all services provided.

If ASU agrees to reimburse vendor for any travel expenses, all reimbursable travel expenses must be authorized in writing by ASU in advance of the planned travel and must be consistent with ASU Financial Services Policy FIN 421-01, www.asu.edu/aad/manuals/fin/fin421-01.html. If ASU agrees to reimburse vendor for any expenses, vendor will submit all receipts and any required backup documentation to ASU within 60 days after the applicable expenses were incurred. ASU will not be required to reimburse Licensor for any expenses, invoices, or receipts for expenses received after that time. Proposer must acknowledge and accept this provision.
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 electronic copy (flash drive only), PC readable, labeled and no passwords.**

- **Any confidential and/or proprietary documents must be on a separate flash drive and labeled appropriately.**

- **Proposer must check all flash drives 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 certifications, the University may, at its sole option, ask the proposer to provide the missing information or evaluate the proposal without the missing information.

1. Mandatory certifications, Voluntary Product Accessibility Template “VPAT” (if providing software in response to this RFP), Response to the Supplier Sustainability Questionnaire, and Substitute W-9 as per Section XIII.

2. Response to Section V Scope of Work (Maximum 25 pages).

3. Response to Section VII Proposer Qualifications (Maximum 10 pages, not including resumes/CVs).

4. Response to Section IX Pricing Schedule, must include Attachment A – Cost Summary
SECTION XI – PROPOSER INQUIRY FORM

Pre-Proposal Questions, General Clarifications, etc. to be emailed to Lorenzo.Espinoza@asu.edu

PROJECT NAME: Open Source Learning Technologies Development Services

PROPOSAL NUMBER: RFP 341903

INQUIRY DEADLINE: 3:00 P.M., MST, October 19, 2018

QUESTIONS ON: ______ ORIGINAL PROPOSAL or ______ ADDENDUM NO. ________

DATE: ________________________________

WRITER: ______________________________

COMPANY: ______________________________

E-MAIL ADDRESS: ______________________________

PHONE: ______________________________ FAX: ______________________________

QUESTIONS:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
SECTION XII – AGREEMENT - TERMS & CONDITIONS

The following terms and conditions will 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. All exceptions must be submitted with justification and alternate language, and MUST be submitted with the proposal. In no event is a Proposer to submit its own standard contract terms and conditions as a response to this RFP.

Arizona State University
Agreement for Open Source Learning Technologies Development Services

This Agreement is made between the Arizona Board of Regents, for and on behalf of Arizona State University (ASU) and (Supplier), effective as of (the Effective Date). This Agreement applies to the following (collectively, the PO): written offers, purchase orders, and other documents issued by ASU for furnishing equipment, materials, or supplies (Goods) and/or services (Services) to ASU (the Goods/Services) pursuant to RFP 3419XX for Open Source Learning Technologies Development Services.

1. Offer and Acceptance. The PO is subject to cancellation by ASU at any time prior to acceptance by Supplier. Supplier accepts all of the Agreement’s terms and conditions, without qualification, upon the sooner of the following: 1) any written acceptance by Supplier; or 2) shipment, delivery, or performance of all or any of the Goods/Services. Any term or condition in any invoice, offer, or other document issued by Supplier that modifies, adds to, or changes these T&Cs or the PO is rejected, and will not be part of the Agreement unless agreed by ASU in writing.

2. Order of Precedence. In the event of an inconsistency or conflict between or among the provisions of the Agreement, the inconsistency or conflict will be resolved by giving precedence in the following order: i) the Agreement; ii) the PO; and iii) any other agreement or document signed by authorized signatories of both the parties.

3. Modifications. Any modification to the Agreement or PO, including changes to quantity, price, terms of payment, delivery terms, specifications, etc. must be in an updated Agreement or PO signed by the parties. If a delivery must differ from the PO, do not ship, deliver, or perform the Goods/Services and instead contact the appropriate ASU Buyer.

4. Term and Termination.

a. The Term of the Agreement is for one (1) year, with the option to renew up to four (4) successive one-year terms. If the Agreement is silent as to the Term, the Term will extend from the date of acceptance of the Agreement by Supplier to the final delivery, acceptance, and payment of the Goods/Services. The Term will not exceed 5 years. Following the initial Term, the Agreement may be extended by mutual written agreement.

b. ASU may terminate the Agreement, with or without cause, upon 30 days written notice to Supplier. Upon termination, Supplier will refund to ASU all prepaid amounts for Goods/Services not delivered or performed. If ASU terminates the Agreement pursuant to this section, ASU will pay Supplier, as full compensation under the Agreement: 1) the Agreement price for the portion of Goods/Services delivered or performed and accepted prior to the termination based on the unit prices in the Agreement, or, if no unit prices are provided, the pro rata amount of the total order price based on the amount delivered or performed; and 2) a reasonable amount, not otherwise recoverable from other sources by Supplier, and as approved by ASU, with respect to the undelivered, unperformed, or unacceptable portion of the Good/Services. In no event will compensation paid previously under the Agreement together with compensation paid under this section exceed the total PO or Agreement price.

c. ASU may terminate the Agreement, in whole or in part, if Supplier defaults on any of its obligations in the
Agreement and fails to cure such default within 7 days after receiving notice of default from ASU. In the event of such a default, ASU may procure the Goods/Services from other sources and Supplier will be liable to ASU for any excess costs ASU incurs.

d. ASU may terminate the Agreement at any time if Supplier files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Supplier and not discharged within 30 days; or if Supplier becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Supplier or its business.

5. **Prices.** All Prices will be as listed in the PO or, if not listed in the PO, will be as otherwise set forth in the Agreement. Unless otherwise specified in the Agreement: 1) all prices are in US Dollars; 2) prices include all cost for shipping, packaging, shipping insurance, and handling; and 3) prices include all travel, labor, interest, import/export fees, and other costs associated with providing the Goods/Services.

6. **Settlement Method and Terms.** Payment will be subject to the provisions of Title 35 of the Arizona Revised Statutes (ARS), as amended from time to time, relating to time and manner of submission of claims. ASU's obligation will be payable only and solely from funds appropriated for the purpose of the Agreement. After delivery and acceptance of the Goods/Services, Supplier will submit an acceptable invoice to ASU. Invoices must be itemized, reference the Agreement or PO number, and include sufficient detail to document the invoiced amount. Unless otherwise specified on the PO, ASU will pay Supplier for the Goods/Services delivered and accepted net 45 days after receipt by ASU of an invoice meeting the requirements of this section.

7. **Taxes.** Unless otherwise specified in the Agreement, prices will include all taxes and fees, including, without limitation, sales, use, or excise taxes, import duties, value added taxes, permit fees, license fees, or similar charges (Taxes). Taxes do not include ASU income taxes or taxes related to ASU's employees.

8. **Inspection.** Supplier will supply the Goods/Services to ASU exactly as specified in the Agreement. The Goods/Services will meet the highest and best industry practices. ASU will have the right to inspect any Goods/Services prior to and a reasonable amount of time after delivery. If ASU determines that any Goods/Services are incomplete, defective, or not in compliance with the specifications or other requirements of the Agreement, ASU may reject such Goods/Services.

9. **Warranties.** In addition to any implied warranties, Supplier warrants to ASU that: 1) the Goods/Services will be free from any defects in design, workmanship, materials, or labor; 2) all of the Services will be performed in a professional and workmanlike manner and in conformity with highest and best industry standards by persons reasonably suited by skill, training and experience for the type of services they are assigned to perform; 3) Supplier will comply, and will be responsible for ensuring the Supplier Parties (as defined below) comply with all applicable laws, rules, and regulations in the performance of the Agreement; 4) Supplier owns or has sufficient rights in the Goods/Services that they do not infringe upon or violate any Intellectual Property (as defined below) of any third parties, and are free and clear of any liens, claims or encumbrances; 5) any data, code, or software developed or delivered by Supplier to ASU will not contain any viruses, worms, Trojan Horses, or other disabling devices or code; 6) all sensitive data, personal data, and personally identifiable data, as those terms may be defined in applicable laws (PII) provided by Supplier to ASU was obtained legally and Supplier has obtained all requisite permissions from the individuals whose PII is being provided for (a) Supplier to provide the PII to ASU, and (b) ASU to use the PII for the purposes and in the jurisdictions set forth in the Agreement; 7) the prices of Goods/Services in the Agreement are the lowest prices at which these or similar goods or services are sold by Supplier to similar customers; in the event of any price reduction between execution of the Agreement and delivery of any Goods/Services, ASU shall be entitled to such reduction, and 8) all Goods/Services delivered by Supplier will conform to the specifications, drawings, and descriptions set forth in the Agreement, and to the samples furnished by the Supplier, if any. In the event of a conflict among the specifications, drawings, and descriptions, the specifications will govern.

10. **Indemnification.** Supplier will indemnify, defend, save 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 Supplier, or any
of its owners, officers, directors, members, managers, agents, employees, contractors or subcontractors (the
Supplier Parties); (ii) a breach of the Agreement; or (iii) failure to comply with any applicable law, rule, or
regulation. Supplier will be responsible for primary loss investigation, defense and judgment costs where this
indemnification is applicable.

11. Responsibility. Each party is responsible for the negligent or willful acts or omissions of its employees and
contractors when acting under such party’s direction and supervision. ASU recognizes an obligation to pay
attorneys’ fees or costs only when assessed by a court of competent jurisdiction. Notwithstanding the terms of the
Agreement or any other document: (i) other than for employees and contractors acting under ASU’s direction
and supervision, ASU is not responsible for any actions of any third parties, including its students; and (ii) no
person may bind ASU unless they are an authorized signatory in PUR-202.

12. Intellectual Property Ownership. All Intellectual Property (as defined below) that Supplier or any of the
Supplier Parties make, conceive, discover, develop or create, either solely or jointly with any other person or
persons including ASU, specifically for or at the request of ASU in connection with the Agreement (Contract
IP), will be owned by ASU. To the extent any Contract IP is not considered work made for hire for ASU (or if
ownership of all rights therein does not otherwise vest exclusively in ASU), Supplier hereby irrevocably
assigns, and will cause the Supplier Parties to so assign, without further consideration, to ASU all right, title
and interest in and to all Contract IP, including all copyright rights of ownership. Intellectual Property means
all ASU Data, as defined below, and any and all inventions, designs, original works of authorship, formulas,
processes, compositions, programs, databases, data, technologies, discoveries, ideas, writings, improvements,
procedures, techniques, know-how, and all patent, trademark, service mark, trade secret, copyright and other intellectual property rights (and goodwill) relating to the foregoing. Supplier will make full and prompt disclosure of the Contract IP to ASU. Supplier will, and will cause the Supplier Parties, as and when requested by ASU, do such acts, and sign such instruments to vest in ASU the entire right, title and interest to the Contract IP, and to enable ASU to prepare, file, and prosecute applications for, and to obtain patents and/or copyrights on, the Contract IP, and, at ASU’s expense, to cooperate with ASU in the protection and/or defense of the Contract IP.

13. Supplier Intellectual Property. Supplier will retain ownership of its pre-existing Intellectual Property,
including any that may be incorporated into the Contract IP, provided that Supplier informs ASU in writing
before incorporating any pre-existing Intellectual Property into any Contract IP. Supplier 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 course of performing under the Agreement.

14. Data Use, Ownership, and Privacy. As between the parties, ASU will own, or retain all of its rights in, all
data and information that ASU provides to Supplier, as well as all data and information managed by Supplier
on behalf of ASU, including all output, reports, analyses, and other materials relating to, derived from, or
generated pursuant to, the Agreement, even if generated by Supplier, as well as all data obtained or extracted
through ASU’s or Supplier’s use of such data or information (collectively, ASU Data). ASU Data also includes
all data and information provided directly to Supplier by (i) ASU students and employees, and (ii) any other
third parties at the request or on behalf of ASU in connection with the Supplier’s performance under the
Agreement. ASU Data includes personal data, metadata, and user content.

ASU Data will be ASU’s Intellectual Property and Supplier will treat it as ASU Confidential Information (as
defined below). Supplier will not use, access, disclose, license, or provide to third parties, any ASU Data,
except: (i) to fulfill Supplier’s obligations to ASU under the Agreement; or (ii) as authorized in writing by ASU.
Without limitation, Supplier will 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. Supplier will not, directly or indirectly: (x) attempt to re-identify or de-aggregate de-
identified or aggregated information; or (y) transfer de-identified and aggregated information to any third party
unless that third party agrees not to attempt re-identification or de-aggregation. For ASU Data to be considered
de-identified, all direct and indirect personal identifiers must be removed, including names, ID numbers, dates
of birth, demographic information, location information, and school information. Upon request by ASU, Supplier
will deliver, destroy, and/or make available to ASU, any or all ASU Data.
Notwithstanding the foregoing, if the Agreement allows Supplier to provide aggregated and de-identified ASU Data to third parties, then Supplier may provide such ASU Data solely to the extent allowed in the Agreement, and, unless otherwise stated in the Agreement, only if such ASU Data is aggregated with similar data of others (i.e. is not identified as ASU, ABOR, or Arizona-specific).

15. **Nondisclosure and Trade Secrets.** Supplier 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, ASU Data, as well as confidential information of ASU necessary to perform and/or provide the Goods/Services (collectively, ASU Confidential Information). ASU Confidential Information may include, but is not limited to, confidential and proprietary information supplied to Supplier with the legend “ASU Confidential and Proprietary,” or other designations of confidentiality. As between Supplier and ASU, the ASU Confidential Information is the sole, exclusive, and valuable property of ASU. Accordingly, Supplier will not reproduce or otherwise use any of the ASU Confidential Information except in the performance or provision of the Goods/Services, and will not disclose any of the 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 the Agreement, Supplier will cease using, and will return to ASU, all originals and all copies of the ASU Confidential Information, in all forms and media, in Supplier's possession or under Supplier's control. Supplier will not disclose or otherwise make available to ASU any confidential information of Supplier or any Confidential Information received by Supplier from any third party.

Supplier will have no obligation to maintain as confidential any ASU Confidential Information (other than ASU Data) that Supplier can show: (i) was already lawfully in the possession of or known by Supplier before receipt from ASU; (ii) is or becomes generally known in the industry through no violation of the Agreement or any other agreement between the parties; (iii) is lawfully received by Supplier 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 all ASU to contest such order; or (v) is approved in writing by ASU for release or other use by Supplier.

16. **Information Security.** The terms of this section apply to the extent: 1) ASU is purchasing or leasing software, or processing a software renewal; 2) Supplier is creating any code for ASU; 3) Supplier receives, stores, or analyzes ASU Data (including if the data is not online); OR 4) Supplier is hosting, or managing by infrastructure outside of ASU, including in the cloud, any ASU Data. This section applies to Goods/Services delivered or performed by subcontractors at all tiers and to all ASU Data.

All systems containing ASU Data must be designed, managed, and operated in accordance with information security best practices and in compliance with all applicable laws, rules, and regulations. To diminish information security threats, Supplier will (either directly or through its third party service providers) meet the following requirements:

a. **Access Control.** Control access to ASU's resources, including ASU Data, limiting access to legitimate business need based on an individual's job-related assignment. Supplier will, or will cause the system administrator to, approve and track access to ensure proper usage and accountability, and Supplier will make such information available to ASU for review, upon ASU’s request.

b. **Incident Reporting.** Report information security incidents immediately to ASU (including those that involve information disclosure incidents, unauthorized disclosure of ASU Data, network intrusions, successful virus attacks, unauthorized access or modifications, and threats and vulnerabilities).

c. **Off Shore.** Direct Services that may involve processing or access to ASU 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 Agreement, this requirement does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the Agreement.

d. **Patch Management.** Carry out updates and patch management for all systems and devices in a timely manner and to the satisfaction of ASU. Updates and patch management must be deployed using an
auditable process that can be reviewed by ASU upon ASU’s request.

e. **Encryption.** All systems and devices that store, process or transmit sensitive ASU Data must use an industry standard encryption protocol for data in transit and at rest.

f. **Notifications.** Notify ASU immediately if Supplier receives any kind of subpoena for or involving ASU Data, if any third party requests ASU Data, or if Supplier has a change in the location or transmission of ASU Data. All notifications to ASU required in this Information Security paragraph will be sent to ASU Information Security at Infosec@asu.edu, in addition to any other notice addresses in the Agreement.

g. **Security Reviews.** Complete SOC2 Type II or substantially equivalent reviews in accordance with industry standards, which reviews are subject to review by ASU upon ASU’s request. Currently, no more than two reviews per year are required.

h. **Scanning and Penetration Tests.** Perform periodic scans, including penetration tests, for unauthorized applications, services, code and system vulnerabilities on the networks and systems included in the Agreement in accordance with industry standards and ASU standards (as documented in NIST 800-115) or equivalent. All web-based applications (e.g. HTTP/HTTPS accessible URLs, APIs, and web services) are required to have their own web application security scan and remediation plan. Supplier must correct weaknesses within a reasonable period of time, and Supplier must provide proof of testing to ASU upon ASU’s request.

i. **ASU Rights.** ASU reserves the right (either directly or through third party service providers) to scan and/or penetration test any purchased and/or leased software regardless of where it resides.

j. **Secure Development.** Use secure development and coding standards including secure change management procedures in accordance with industry standards. Perform penetration testing and/or scanning prior to releasing new software versions. Supplier will provide internal standards and procedures to ASU for review upon ASU request.

17. **End User Licenses.** The terms of this section apply if the Goods/Services include software or other computer programs or applications that require acceptance of a clickwrap, click-through, end user license, or other similar agreement (End User Agreement) prior to the use of the software. If Supplier requires ASU’s individual users to accept an End User Agreement, the terms of the End User Agreement that conflict or are inconsistent, with the terms of the Agreement or ASU’s Privacy Policy will be null and void.

18. **Background Checks.** Supplier will exclude from any direct participation in Supplier’s performance under the Agreement, any unqualified persons. In addition, at the request of ASU, Supplier will, at Supplier’s expense, conduct reference checks and employment, education, SSN trace, National Sex Offender Registry, and criminal history record checks (collectively, **Screenings**) on requested persons employed or contracted by Supplier to perform work under the Agreement. Supplier will maintain as part of the records Supplier is required to maintain hereunder, all Screening information and all documentation relating to work performance for each employee or contractor who performs work hereunder. Supplier will abide by all applicable laws, rules and regulations including the Fair Credit Reporting Act and any equal opportunity laws, rules, and regulations.

19. **Payment Card Industry Data Security Standard.** The terms of this section apply if Supplier is processing credit or debit card transactions as part of the Agreement. For e-commerce business and/or payment card transactions, Supplier will comply with the requirements and terms of the rules of all applicable payment card industry associations or organizations, as amended from time to time (PCI Security Standards), and be solely responsible for security and maintaining confidentiality of payment card transactions processed by means of electronic commerce up to the point of receipt of such transactions by a qualified financial institution.

Supplier will, at all times during the Term, be in compliance with the then current standard for Payment Card Industry Data Security Standard (PCI DSS), Payment Application Data Security Standard (PA-DSS) for software, and PIN Transaction Security (PCI PTS) for hardware. Supplier will provide attestation of compliance to ASU annually by delivering to ASU current copies of the following: (i) Supplier’s “Attestation of Compliance for Onsite Assessments – Service Providers;” (ii) an attestation that all ASU locations are being processed and secured in the same manner as those in Supplier’s “PCI Report on Compliance;” and
a. Supplier maintains its own network operating on its own dedicated infrastructure. Supplier’s network includes a firewall that (i) includes access control rules that separate Supplier’s PCI network from ASU, and (ii) restricts any communication between Supplier’s network devices and ASU systems.

b. Supplier treats the ASU network as an untrusted network and no unencrypted cardholder data traverses or otherwise is stored on ASU’s network, and ASU has no ability to decrypt cardholder data.

c. All devices must be SRED (secure reading and exchange of data), EMV (Europay, MasterCard and VISA) and PTS POI compliant.

20. **Americans with Disabilities Act and Rehabilitation Act.** To the extent applicable, Supplier will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all applicable federal regulations, as amended from time to time (ADA Laws). 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 ADA Laws. 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.

21. **Foreign Corrupt Practices Act/UK Bribery Act/ Local Anti-corruption Law Compliance.** Supplier warrants that it is familiar with the U.S. laws prohibiting corruption and bribery under the U.S. Foreign Corrupt Practices Act and the United Kingdom laws prohibiting corruption and bribery under the UK Bribery Act. In connection with Supplier’s work under the Agreement, Supplier will not offer or provide money or anything of value to any governmental official or employee or any candidate for political office in order to influence their actions or decisions, to obtain or retain business arrangements, or to secure favorable treatment in violation of the Foreign Corrupt Practices Act, the UK Bribery Act, or any other local anti-corruption law, either directly or indirectly. Any breach of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, or other local anti-corruption law, will be a material breach of the Agreement.

22. **Export Controls.** If any of the Goods/Services are export-controlled under the U.S. Export Administration Regulations, U.S. International Traffic in Arms Regulations, or through the sanctions and embargoes established through the Office of Foreign Assets Control (collectively, the Export Control Laws), Supplier will provide ASU with written notification that identifies the export-controlled Goods/Services and such Goods/Services export classification. None of the work undertaken pursuant to the Agreement will require either party to take or fail to take any action that would cause a violation of any of the Export Control Laws. The parties will cooperate to facilitate compliance with applicable requirements of the Export Control Laws.

23. **Assignment.** Supplier may not transfer or assign the Agreement or any of Supplier’s rights or obligations thereunder, either directly or indirectly, or by operation of law, without ASU’s prior written consent, and any attempt to the contrary will be void.

24. **Governing Law and Venue.** The 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 the Agreement will be conducted in Maricopa County, Arizona. Each party consents to such jurisdiction, and waives any objection it may now or hereafter have to venue or to convenience of forum.

25. **Packaging.** Supplier will package the Goods in accordance with good commercial practice. Each shipping container will be clearly and permanently marked as follows: (i) Supplier's name and address; (ii) ASU's name, address, and purchase order number; (iii) container number and total number of containers, e.g., box 1 of 4 boxes; and (iv) the number of the container bearing the packing slip. Supplier will bear cost of packaging.
unless otherwise provided.

26. **Shipment Under Reservation Prohibited.** Supplier will not ship the Goods under reservation and no tender of a bill of lading will operate as a tender of the Goods.

27. **Title and Risk of Loss.** The title and risk of loss of the Goods will not pass to ASU until they are delivered, received, and the contract of coverage has been completed. All risk of transportation and all related charges will be the responsibility of Supplier. Supplier will insure and file all claims for visible and concealed damage. ASU will notify Supplier promptly of any damaged Goods and will assist Supplier in arranging for inspection. Notice of rejection may be made to Supplier at any time within 1 month after delivery to ASU.

28. **No Replacement of Defective Tender.** Every tender of Goods will fully comply with all provisions of the Agreement as to time of delivery, quantity, quality, and the like. If a tender is made that does not fully conform, this will constitute a breach and Supplier will not have the right to substitute a conforming tender.

29. **Business Continuity Plan.** If requested by ASU, Supplier will provide to ASU, within 30 days after such request, a comprehensive plan for continuing the performance of its obligations during a Public or Institutional Emergency (the Business Continuity Plan). The Business Continuity Plan, at a minimum, will address the following: 1) identification of response personnel by name; 2) key succession and performance responses in the event of sudden and significant decrease in workforce; and 3) contingency plans for the Supplier to continue the performance of its obligations under the Agreement, despite the emergency. In the event of a Public or Institutional Emergency, Supplier will implement the applicable actions set forth in the Business Continuity Plan and will make other commercially practicable efforts to mitigate the impact of the event. For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and Supplier will not be entitled to any additional compensation or extension of time by virtue of having to implement it, unless otherwise agreed to by ASU in writing. A Public or Institutional Emergency will mean a natural or manmade event that creates a substantial risk to the public, that causes or threatens death or injury to the general public, or that causes a significant disruption to the day-to-day business operations of ASU.

30. **Gratuities.** Supplier will not give or offer any gratuities, in the form of entertainment, gifts or otherwise, or use an agent or representative of Supplier to give or offer a gratuity, to any officer or employee of the State of Arizona with a view toward securing an agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. If ASU determines that Supplier has violated this section, ASU may, by written notice to Supplier, cancel the Agreement. If the Agreement is canceled by ASU pursuant to this section, ASU will be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the costs incurred by Supplier in providing gratuities.

31. **Modifications.** The Agreement may be modified or rescinded only by a writing signed by authorized signatories of both parties.

32. **Interpretation-Parol Evidence.** The Agreement is intended by the parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in the Agreement. Acceptance or acquiescence in a course of performance rendered under the Agreement will not be relevant to determine the meaning of the Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the Agreement, the definition contained in the Code, as adopted by the state of Arizona, will control.

33. **No Waiver.** No waiver by ASU of any breach of the provisions of the Agreement by Supplier will be construed to be a waiver of any future breach or bar ASU’s right to insist on strict performance of the Agreement.

34. **Labor Disputes.** Supplier will give prompt notice to ASU of any actual or potential labor dispute that delays or may delay performance of the Agreement.
35. Assignment of Anti-trust Overcharge Claims. In actual economic practice, overcharges resulting from anti-trust violations are borne by the ultimate purchaser. Therefore, Supplier hereby assigns to ASU any and all claims for such overcharges.

36. Sales and Use Tax. Supplier will comply, and require all of the Supplier Parties to comply, with all applicable state and sales excise tax laws and compensation use tax laws and all amendments to same. Supplier will indemnify, defend, and hold harmless ASU, for, from, and against any and all claims and demands made against it by virtue of the failure of Supplier or any subcontractor to comply with the provisions of any or all tax laws and amendments. ASU is not exempt from state sales excise tax and compensation use tax.

37. Rights to Inventions Made Under an Agreement or Agreement. Agreements for the performance of experimental, developmental, or research work will provide for the rights of the United States government and the recipient in any resulting invention, in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

38. Parking. Supplier will obtain all parking permits and/or decals required while performing any work on ASU premises. If needed, Supplier should contact ASU Parking and Transit, http://cfo.asu.edu/pts.

39. Campus Deliveries and Mall Access. Supplier will familiarize itself with ASU parking, campus delivery options, and loading zones. Not all campus buildings are directly accessible and some require Supplier to unload at lots or loading areas that may not be adjacent to the delivery or work location. As a result, Supplier must then transport Goods by using electric style golf carts, dolly, or other manual device across pedestrian malls. Many campuses include features and pedestrian malls that may have limited access for Supplier vehicle and carts. Walk-Only Zones prohibit access to all wheeled traffic during enforcement times, and deliveries or work requiring vehicular or cart access may need to be arranged outside of enforcement times. For details about parking permits, supplier permits, loading zones, mall access, and pedestrian mall restrictions, go to http://cfo.asu.edu/pts. For additional information, go to http://walk.asu.edu.

40. Health Insurance Portability and Accountability Act. To the extent applicable, Supplier will abide by all laws and regulations that protect the privacy of healthcare information to which Supplier obtains access under the Agreement. Certain portions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as codified at 42 U.S.C. § 1320d through d-8, and the federal privacy regulations as contained in 45 CFR Part 164 may apply to Supplier and ASU, and their relationships and operation under the Agreement. If necessary, Supplier and ASU will enter into a standard Business Associate Agreement, and any other required HIPAA agreements. To the extent the terms thereof relate to Supplier’s performance under the Agreement, the provisions of the Business Associate Agreement will control.

41. Liens. All Goods/Services delivered and performed under the Agreement will be free of all liens and, if ASU requests, Supplier will deliver to ASU a formal release of all liens.

42. Performance and Payment Bonds. At the request of ASU, Supplier will provide and pay for performance and payment bonds. Bonds will cover the faithful performance (100%) of the Agreement and the payment of all obligations (100%) thereunder, in such form as ASU may prescribe. Supplier will deliver the required bonds to ASU not later than the date of executing the Agreement. Supplier will require the attorney in fact who executes the required bonds on behalf of surety to affix thereto a certified and current copy of his/her power of attorney indicating the monetary limit of such power. Surety will be a company licensed to do business in the State of Arizona and will be acceptable to ASU. Supplier will increase the bond amount to include any change order, at 100% of the total value amount of each change order.

43. Price Adjustment. ASU normally considers price changes at the end of one contract period and the beginning of another. Price change requests will be supported by evidence of increased costs to Supplier. ASU will not approve price increases that will merely increase gross profitability of Supplier at the expense of ASU. Price change requests will be a factor in the contract extension review process. ASU will determine whether any requested price increase or an alternate option is in the best interest of ASU. Any price adjustment to the Agreement will require an updated PO.
44. **Academic Freedom and Accreditation.** ASU will maintain ultimate authority over all curriculum. Nothing in the Agreement will limit ASU’s academic freedom or require ASU to violate any of the policies, standards, and requirements of ABOR or any accrediting entities.

45. **Essence of Time.** Time will be of the essence as to matters contemplated by the Agreement.

46. **Non-Discrimination.** The parties will comply with all applicable 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.

47. **Conflict of Interest.** If within 3 years after the execution of the Agreement, Supplier hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating the Agreement, then ASU may cancel the Agreement as provided in ARS § 38-511.

48. **Arbitration.** The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS §12-133.

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

50. **Records.** To the extent required by ARS § 35-214, Supplier will retain all records relating to the Agreement. Supplier 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 the Agreement and for 5 years after the completion of the Agreement. The records will be provided at ASU in Tempe, Arizona, or another location designated by ASU on reasonable notice to Supplier.

51. **Failure of Legislature to Appropriate.** In accordance with ARS § 35-154, if ASU’s performance under the 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 Supplier and cancel the Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.

52. **Weapons, Explosives, and Fireworks.** ASU’s Weapons, Explosives, and Fireworks Policy 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 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 ARS§ 12-781, or unless written permission is given by ASU’s Police Chief or a designated representative. Supplier will notify all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or licensees of Supplier of this policy and Supplier will enforce this policy against all such persons and entities.

53. **Confidentiality.** ASU, as a public institution, is subject to ARS §§ 39-121 to 39-127 regarding public records. Any provision regarding confidentiality is limited to the extent necessary to comply with Arizona law.

54. **Indemnification and Liability Limitations.** Because ASU is a public institution, any indemnification, liability limitation, releases, or hold harmless provisions are limited as required by Arizona law, including Article 9, Sections 5 and 7 of the Arizona Constitution and ARS §§ 35-154 and 41-621. ASU’s liability under any claim for indemnification is limited to claims for property damage, personal injury, or death to the extent caused by acts or omissions of ASU.

55. **Advertising, Publicity, Names and Marks.** Supplier will not do any of the following, without, in each case,
ASU’s prior written consent: (i) use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of ASU (ASU Marks), including online, advertising, or promotional purposes; (ii) issue a press release or public statement regarding the Agreement; or (iii) represent or imply any ASU endorsement or support of any product or service in any public or private communication. Any permitted use of ASU Marks must comply with ASU’s requirements, including using the © indication of a registered mark.

56. Privacy; Educational Records. Student educational records are protected by the U.S. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations (FERPA). Supplier will not require any ASU students or employees to waive any privacy rights (including under FERPA or the European Union’s General Data Protection Regulation (GDPR)) as a condition for receipt of any educational services, and any attempt to do so will be void. Supplier 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 the Agreement requires or permits Supplier to access or release any student records, then, for purposes of the Agreement only, ASU designates Supplier as a “school official” for ASU under FERPA, as that term is used in FERPA. In addition, any access or disclosures of student educational records made by Supplier or any Supplier Parties must comply with ASU’s definition of legitimate educational purpose in SSM 107-01: Release of Student Information, at http://asu.edu/aad/manuals/ssm/ssm107-01.html. If Supplier violates the terms of this section, Supplier will immediately provide notice of the violation to ASU.

57. Data Protections. Supplier will ensure that all Services are performed in compliance with applicable privacy and data protection laws, rules, and regulations. If Supplier will serve as a Processor of ASU Data that includes Personal Data of Data Subjects who reside in the European Union or other jurisdictions that have adopted the GDPR or similar laws, Supplier will cooperate with ASU to comply with the GDPR and similar privacy laws with respect to such Personal Data and Data Subjects. This includes ensuring that all Data Subjects have signed appropriate Consents, and signing and complying with all documents and agreements reasonably requested by ASU, including any data processing agreements. All capitalized terms in this section not otherwise defined in the Agreement are defined in the GDPR.

58. Authorized Presence Requirements. As required by ARS § 41-4401, ASU is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with ARS § 23-214(A) (verification of employee eligibility through the e-verify program). Supplier warrants that it and its subcontractors comply fully with all applicable immigration laws, rules, and regulations that relate to their employees and their compliance with ARS § 23-214(A). A breach of this warranty will be a material breach of the Agreement that is subject to penalties up to and including termination of the 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 above warranty.

59. Small Business. If subcontracting (Tier 2 and higher) is necessary, Supplier will make commercially reasonable efforts to use Small Business (SB) and Small Diverse Business (SDB) in the performance of the Goods/Services. ASU may request a report at each annual anniversary date and at the completion of the Agreement indicating the extent of SB and SDB participation.

60. Tobacco Free. ASU is tobacco-free. For details visit www.asu.edu/tobaccofree.

61. Title IX Obligation. Title IX protects individuals from discrimination based on sex, including sexual harassment. ASU fosters a learning and working environment built on respect and free of sexual harassment. ASU’s Title IX Guidance is available online. Supplier will: (i) comply with ASU’s Title IX Guidance; (ii) provide ASU’s Title IX Guidance to any Supplier Parties reasonably expected to interact with ASU students or employees, in person or online; and (iii) ensure that all Supplier Parties comply with ASU’s Title IX Guidance.

62. No Boycott of Israel. As required by ARS § 35-393.01, Supplier certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the Term.

63. Survival Clause. All provisions of the Agreement that anticipate performance after the termination of the Agreement, and all provisions necessary or appropriate to interpret and enforce such provisions, will survive termination of the Agreement.
64. **Recordings; Use of Name and Likeness.** The terms of this section apply if Supplier is providing a speaking engagement or performance (Presentation) as part of the Agreement. Both parties may record the Presentation for internal records. No recording of the Presentation, either visual or audio, will be made by or on behalf of Supplier for the purposes of profit or significant distribution without prior written approval from ASU. ASU may require an additional payment for the privilege, and may require Supplier to sign a filming/recording agreement. ASU may record the Presentation on video tape, audio tape, film, photograph or any other medium, use Supplier's name, likeness, voice and biographical material in connection with these recordings for purposes within the ASU mission, including education and research, and exhibit or distribute the recording in whole or in part without restrictions or limitation for any educational or promotional purpose that ASU deems appropriate.

65. **No Revenue Sharing.** The terms of this section apply if Supplier is providing a speaking engagement or performance (Presentation) for an ASU sponsored event (Event) as part of the Agreement. Supplier will not participate in any revenues associated with the Presentation or Event. This includes: sponsorship, ticketing, ticketing fees, ASU concessions revenues, and any other revenue streams that may be associated with the Event.

66. **Insurance Requirements.** Without limiting any liability of or any other obligation of Supplier, Supplier will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged or satisfied, including any warranty periods under the Agreement, insurance against claims that may arise from or in connection with the performance of the work hereunder by Supplier, its agents, representatives, employees or subcontractors, as described at **PO Insurance Requirements**.

67. **Federal Funding Provisions.** If the Agreement involves the use of United States federal funds, including from a government grant or funds from a subcontract at any tier relating to a federal government grant, the following terms apply to the Agreement:

   a. **Byrd Anti-Lobbying Amendment.** If the Agreement is for $100,000 or more, Supplier will file the certifications required by 31 U.S.C 1352 and associated regulations. Each tier certifies to the tier above that it will not or has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier will also disclose any lobbying with non-federal funds that takes place in connection with obtaining a federal award. Such disclosures are forwarded from tier to tier up to ASU.

   b. **Debarment & Suspension.** Supplier represents and warrants that neither it nor any of its subcontractors supplying the Goods/Services have either directly or indirectly or through subcontractors, been suspended, debarred, or otherwise excluded from participation in or penalized by any federal or state procurement, non-procurement, or reimbursement program. Supplier affirms that it has confirmed the above statement by checking The System for Award Management (SAM) www.uscontractorregistration.com within 180 days prior to commencing work under the Agreement. Supplier will provide immediate written notice to ASU upon learning that it or any of its subcontractors are under any investigation or proposed action that could result in such exclusion, suspension, or debarment.

68. **Government Subcontract Provisions.** If this order is a subcontract under a U.S. government prime contract, the clauses contained in the following paragraphs of the Federal Procurement Regulations (FPR) or the Armed Services Procurement Regulations (ASPR) are incorporated into the Agreement by this reference. Each regulation contains criteria for determining applicability of the regulation to a particular contract.

In the following clauses, the terms "Government" and "Contracting Officer" will mean ASU; the term "Agreement" will mean the Agreement and the term "Contractor" will mean Supplier. Supplier will comply with all applicable federal laws and regulations, including but not limited to Uniform Guidance (2 CFR Part 200)
and Debarment and Suspension (45 CFR 620).

For purchases funded with federal funds, the following provisions are incorporated into the Agreement by reference where applicable and form a part of the terms and conditions of the Agreement. Supplier agrees to flow down all applicable clauses to lower-tier entities.

**FEDERAL ACQUISITION REGULATIONS (FAR)**

52.202-1 Definitions
52.203-3 Gratuities
52.203-5 Covenant Against Contingent Fees
52.203-6 Restrictions on Subcontractor Sales to the Government
52.203-7 Anti-Kickback Procedures
52.203-12 Limitation on Payments to Influence Certain Federal Transactions
52.204-2 Security Requirements
52.209-6 Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment
52.211-15 Defense Priority and Allocation Requirements
52.214-27 Price Reduction For Defective Cost or Pricing Data
52.215-1 Instructions to Offerors—Competitive Acquisition.
52.215-2 Audit and Records - Negotiation
52.215-12 Subcontractor Cost or Pricing Data
52.215-13 Subcontractor Cost or Pricing Data – Modifications
52.215-14 Integrity of Unit Prices
52.219-8 Utilization of Small Business Concerns
52.219-9 Small Business Subcontracting Plan
52.222-1 Notice to the Government of Labor Disputes
52.222-4 Contract Work Hours and Safety Standards Act Overtime Compensation
52.222-6 Davis-Bacon Act [Construction Wage Rate Requirements]
52.222-20 Walsh Healey Public Contracts Act [Contracts for Materials, Supplies, Articles, and Equipment Exceeding $15,000.]
52.222-21 Prohibition of Segregated Facilities
52.222-26 Equal Opportunity
52.222-35 Equal Opportunity for Veterans
52.222-36 Equal Opportunity for Workers with Disabilities
52.222-37 Employment Reports on Veterans
52.222-40 Notification of Employee Rights Concerning Payment of Union Dues or Fees
52.222-41 Service Contract Act of 1965, as Amended
52.222-50 Combating Trafficking in Persons
52.223-3 Hazardous Material Identification and Material Safety Data
52.223-6 Drug-Free Workplace
52.225-1 Buy American Act – Supplies
52.225-13 Restrictions on Certain Foreign Purchases
52.227-1 Authorization and Consent (Alt I in all R&D)
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement
52.227-3 Patent Indemnity
52.227-10 Filing of Patent Applications—Classified Subject Matter
52.227-11 Patent Rights – Ownership by the Contractor (Alt I-V)
52.227-13 Patent Rights - Ownership by the Government
52.227-14 Rights in Data – General
52.233-1 Disputes
52.242-1 Notice of Intent to Disallow Costs
52.242-15 Stop-work order
52.243-1 Changes - Fixed Price (43.205 (a) (1) Alts may apply)
52.243-2 Changes - Cost Reimbursement (43.205 (b) (1) Alts may apply)
52.244-2 Subcontracts
52.244-5 Competition in Subcontracting
52.244-6 Subcontracts for Commercial Items
52.245-2 Government Property – Installation Operation Services
52.246-15 Certificate of Conformance
52.247-63 Preference for U.S. Flag Air Carriers
52.247-64 Preference for U.S. Flag Commercial Vessels
52.249-2 Termination for Convenience of the Government (Fixed Price)
52.249-5 Termination for the Convenience of the Government (Educational and Other Nonprofit Institutions)
52.249-14 Excusable Delays

Defense Federal Acquisition Regulations (DFAR)**
DFAR CIT. TITLE
252.203-7001 Prohibition on Persons convicted of Fraud or Other Defense-Contract-Related Felonies
252.222-7000 Restrictions on Employment of Personnel
252.225-7000 Buy American Act and Balance of Payments program
252.227-7013 Rights in Technical Data and Computer Software
252.227-7016 Rights in Bid or Proposal Information
252.227-7018 Rights in Noncommercial Technical Data and Computer Software
252.227-7019 Validation of Asserted Restrictions – Computer Software
252.227-7037 Validation Technical Data
252.243-7001 Pricing of Agreement Modifications
252.244-7000 Subcontracts for Commercial Items and Commercial Components

**Full text of the FAR clauses can be found at http://www.arnet.gov/far
**Full text of the DFAR clauses can be found at http://farsite.hill.af.mil/VFDFARs.htm

69. Notices. All notices and communications required or permitted under this Agreement will be in writing and will be given by personal delivery against receipt (including private courier such as FedEx), or certified U.S. Mail, return receipt requested. All notices and communications will be sent to the addresses below or such other addresses as the parties may specify in the same manner:

To ASU: To Supplier:

ASU EdPlus  
1365 N. Scottsdale Rd.  
Skysong 200  
Scottsdale, AZ 85287  
Attn: Contracts Manager  

With a copy to: With a copy to:  
Purchasing and Business Services  
PO Box 875212  
Tempe, AZ 85287-5212  
Attn: Chief Procurement Officer

Notices, if delivered, and if provided in the manner set forth above, will be deemed to have been given and received on the date of actual receipt or on the date receipt was refused. Any notice given by any party may be given by legal counsel for such party.

70. Licensed Materials. The Licensed Materials are described with specificity on the Order Form attached as Exhibit B (the Order Form). The parties may sign one or more additional Order Forms, each of which will reference this Agreement, and when signed and attached to Exhibit B, will become part of the definition of Order Form. In connection with the license, Supplier will provide the Services to ASU, and will meet the service level requirements as and when set forth in the Service Level Agreement attached as Exhibit C.

71. Transition. Upon termination of this Agreement or any Order Form, if requested by ASU, the parties will work in good faith to transition any deliverables to ASU or its designee, and at ASU’s cost and expense Supplier
will continue to provide the specified deliverables, and transition support, during a post-termination period of up to 90 days after the effective date of termination.

72. **Independent Contractor.** Supplier is an independent contractor. Neither Supplier nor any Supplier Parties will be employees, agents, partners, or joint venturers of ASU. None of the Supplier Parties will be eligible for any benefits from ASU, including worker’s compensation coverage, nor will ASU make deductions from any amounts payable to Supplier for taxes. Taxes for any amount paid to Supplier will be Supplier’s sole responsibility. Supplier is responsible to ASU for the compliance with this Agreement by the Supplier Parties.

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: ______________________

Supplier:  
By: ____________________________  
Name: ____________________________  
Title: ____________________________  
Date Signed: ______________________

Exhibit A: Insurance Requirements  
Exhibit B: Order Form  
Exhibit C: Service Level Agreement  
Exhibit D: Statement of Work
Exhibit A

Insurance Requirements

Without limiting any liabilities or any other obligation of Supplier, Supplier will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged or satisfied, including any warranty periods under the Agreement, insurance against claims that may arise from or in connection with the performance of the work hereunder by Supplier, its agents, representatives, employees or subcontractors, as described below.

These insurance requirements are minimum requirements for the Agreement and in no way limit any indemnity covenants in the Agreement. ASU does not warrant that these minimum limits are sufficient to protect Supplier from liabilities that might arise out of the performance of the work under the Agreement by Supplier, its agents, representatives, employees, or subcontractors. These insurance requirements may change if Supplier is a foreign entity, or with foreign insurance coverage.

A. Minimum Scope and Limits of Insurance: Supplier’s insurance coverage will be primary insurance with respect to all other available sources. Supplier 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
   - Contractual Liability $1,000,000
   - Fire Legal Liability (only if Agreement is for leasing space) $50,000
   - Each Occurrence $1,000,000

   a. Policy will 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 Supplier.”

   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 Supplier.

2. Automobile Liability. If Supplier will be driving on ASU campus or on ASU business the following section will apply: Policy will include Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of the Agreement in the following amounts. If Supplier is not an individual then coverage will be a combined single limit of $1,000,000. If Supplier is an individual then coverage will be $100,000 per person, $300,000 per accident, and $50,000 property damage.

   a. Policy will 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 Supplier, involving vehicles owned, leased, hired, or borrowed by Supplier.”

   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 Supplier.

   c. Policy will contain a severability of interest provision.

3. Worker’s Compensation and Employers’ Liability. Applicable statutory limits, as amended from time to time.
4. **Technology/Network Errors and Omissions Insurance.** The terms of this section apply if: 1) ASU is purchasing or leasing software, or processing a software renewal; 2) Supplier is creating any code for ASU; 3) Supplier receives, stores, or analyzes ASU Data (including if the data is not online); 4) Supplier is hosting, or managing by infrastructure outside of ASU, including in the cloud, ASU Data; OR 5) ASU is purchasing or leasing equipment that will connect to ASU’s data network.

- Each Claim $5,000,000
- Annual Aggregate $5,000,000

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

b. If the liability insurance required by the Agreement is written on a claims-made basis, Supplier warrants that any retroactive date under the policy will precede the effective date of the 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 the Agreement is completed.

c. Policy will cover professional misconduct for those positions defined in the scope of work of the Agreement.

5. **Professional Liability (Errors and Omissions Liability).** If the Supplier will provide ASU Services under the Agreement, the Policy will include professional liability coverage as follows:

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

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

b. Policy will cover professional misconduct for those positions defined in the scope of work of the Agreement.

B. **Cancellation; Material Changes:** Cancellation notices will be delivered to ASU in accordance with all policy provisions. Notices required in this Section must be sent directly to ASU Purchasing and Business Services, email Insurance.certificates@asu.edu or mail to PO Box 875212, Tempe, AZ, 85287-5212.

C. **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. ASU in no way warrants that the above required minimum insurer rating is sufficient to protect Supplier from potential insurer insolvency. Self-Insurance may be accepted in lieu of or in combination with insurance coverage requested.

D. **Verification of Coverage:** Each insurance policy required by the Agreement must be in effect at or prior to commencement of work under the Agreement and remain in effect for the term of the Agreement. Failure to maintain the insurance policies as required by the Agreement, or to provide evidence of renewal, is a material breach of contract.
If requested by ASU, Supplier will furnish ASU with valid certificates of insurance. ASU’s project or purchase order number and project description will be noted on each certificate of insurance. The State of Arizona and ASU may require complete, certified copies of policies at the time of notice of any loss or claim.

E. **Subcontractors.** Supplier’s certificate(s) may include all subcontractors as insureds under its policies as required by the Agreement, or Supplier will furnish to ASU upon request, copies of valid certificates and endorsements for each subcontractor. Coverages for subcontractors will be subject to the minimum requirements identified above.

F. **Approval.** These insurance requirements are the standard insurance requirements of ASU. Any modification or variation from the insurance requirements in the Agreement will require the approval of ASU’s Department of Risk and Emergency Management.
This Order Form is subject to and made in accordance with the Agreement for Open Source Learning Technologies Development Services between the Arizona Board of Regents for and on behalf of Arizona State University (ASU) and (Supplier) effective (the Agreement). All capitalized terms not defined herein have the meaning in the Agreement. To the extent any provisions of this Order Form conflict with the provisions of the Agreement, the provisions of the Agreement will control. Any other terms in an Order Form provided by Supplier or on Supplier’s website are expressly rejected.

<table>
<thead>
<tr>
<th>ASU</th>
<th>SUPPLIER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arizona Board of Regents, a body corporate, for and on behalf of Arizona State University</td>
<td></td>
</tr>
<tr>
<td>Representative:</td>
<td>Representative:</td>
</tr>
<tr>
<td>Shipping Address:</td>
<td>Billing Address:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Term</th>
<th>Delivery Method</th>
<th>Payment Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Net 30 upon receipt of invoice</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Licensed Materials Description</th>
<th>Quantity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total License Fees:</strong></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Services Description</th>
<th>Services Term</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total Maintenance Fees:</strong></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Additional Terms:**

1. If in this Exhibit A ASU agrees to reimburse Licensor for any travel expenses, all reimbursable travel expenses must be authorized in writing by ASU in advance of the planned travel and must be consistent with ASU Financial Services Policy FIN 421-01, [www.asu.edu/aad/manuals/fin/fin421-01.html](http://www.asu.edu/aad/manuals/fin/fin421-01.html).
2. If in this Exhibit A ASU agrees to reimburse Licensor for any expenses, Licensor will submit all receipts and any required backup documentation to ASU within 60 days after the applicable expenses were incurred. ASU will not be required to reimburse Licensor for any expenses, invoices, or receipts for expenses received after that time.

List any Attachments (include number of pages of each):
Arizona Board of Regents for and on behalf of Arizona State University:

By: ____________________________
Name: __________________________
Title: ___________________________
Date Signed: _____________________

Supplier:

By: ____________________________
Name: __________________________
Title: ___________________________
Date Signed: _____________________
Exhibit C

Service Level Agreement

**Project:** Open Source Learning Technologies Development Services  
**Department:** EdPlus

This Service Level Agreement is made in accordance with the Agreement for Open Source Learning Technologies Development Services between Supplier and the Arizona Board of Regents for and on behalf of Arizona State University (ASU) effective Effective Date. To the extent any provision in this Service Level Agreement conflicts with any provisions of the Agreement, the provisions of the Agreement will control.

The parties have signed this Service Level Agreement as of the Effective Date.

Arizona Board of Regents for and on behalf of Arizona State University:  
Supplier:

By: ___________________________  
By: ___________________________

Name: _________________________  
Name: _________________________

Title: __________________________  
Title: __________________________

Date Signed: ____________________  
Date Signed: ____________________
Statement of Work

**Project:** Open Source Learning Technologies Development Services  
**Department:** EdPlus

This Statement of Work is made in accordance with the Agreement for Open Source Learning Technologies Development Services between [Supplier] and the Arizona Board of Regents for and on behalf of Arizona State University (ASU) effective [Effective Date] (the Effective Date). To the extent any provision in this Service Level Agreement conflicts with any provisions of the Agreement, the provisions of the Agreement will control.

The parties have signed this Statement of Work as of the Effective Date.

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

By: ____________________________  
Name: ____________________________  
Title: ____________________________  
Date Signed: ____________________________

Supplier: 

By: ____________________________  
Name: ____________________________  
Title: ____________________________  
Date Signed: ____________________________
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.

(Email address) (Address)

(Signature required) (Phone)

(Print name) (Fax)

(Print title) (Federal Taxpayer ID Number)
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#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) (a) “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.

__________________________________________  ___________________________
(Email address)  (Address)

__________________________________________  ___________________________
(Signature required)  (Phone)

__________________________________________  ___________________________
(Print name)  (Fax)

__________________________________________  ___________________________
(Print title)  (Federal Taxpayer ID Number)

(Federal Debarred List Continued)
(Rev. 4/22/14)
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

Authorized Presence Requirements. As required by ARS § 41-4401, ASU is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with ARS § 23-214(A) (verification of employee eligibility through the e-verify program). Vendor 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 ARS § 23-214(A). A breach of this warranty will be a material breach of this Contract that is subject to penalties up to and including termination of this Contract 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 above warranty.

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.

(Email address) (Address)

(Signature required) (Phone)

(Print name) (Fax)

(Print title) (Federal Taxpayer ID Number)

(Rev. 6/23/14)
Voluntary Product Accessibility Template (VPAT)

All electronic and information technology developed, procured, maintained, or used in carrying out University programs and activities must be compliant with Sections 504 and 508 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, as amended, other relevant local, state, and federal laws, and related university policies.

This VPAT was designed to provide information on how a product or service conforms to the section 508 accessibility standards (from the U.S. Access Board) for electronic and information technology (EIT) in a consistent fashion and format. Supplier must make specific statements, in simple understandable language, about how their product or service meets the requirements of the section 508 standards.

SUPPLIER MUST COMPLETE ALL SECTIONS.

<table>
<thead>
<tr>
<th>DATE:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>PRODUCT NAME:</td>
<td></td>
</tr>
<tr>
<td>PRODUCT VERSION NUMBER:</td>
<td></td>
</tr>
<tr>
<td>SUPPLIER COMPANY NAME:</td>
<td></td>
</tr>
<tr>
<td>SUPPLIER CONTACT NAME:</td>
<td></td>
</tr>
<tr>
<td>SUPPLIER CONTACT EMAIL:</td>
<td></td>
</tr>
</tbody>
</table>

**SUMMARY TABLE**

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Level of Support &amp; Supporting Features</th>
<th>Remarks and Explanations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 1194.21 Software Applications and Operating Systems</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Section 1194.22 Web-based Internet Information and Applications</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Section 1194.23 Telecommunications Products</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Section 1194.24 Video and Multi-media Products</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Section 1194.25 Self-Contained, Closed Products</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Section 1194.26 Desktop and Portable Computers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Section 1194.31 Functional Performance Criteria</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Section 1194.41 Information, Documentation and Support</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Section 1194.21 Software Applications and Operating Systems - Detail

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Level of Support &amp; Supporting Features</th>
<th>Remarks and Explanations</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application’s performance.

(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.

(g) Applications shall not override user selected contrast and color selections and other individual display attributes.

(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.

(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.

(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.

(k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.

(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion.
and submission of the form, including all directions and cues.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Level of Support &amp; Supporting Features</th>
<th>Remarks and Explanations</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) A text equivalent for every non-text element shall be provided</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(e.g., via &quot;alt&quot;, &quot;longdesc&quot;, or in element content).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) Equivalent alternatives for any multimedia presentation shall be</td>
<td></td>
<td></td>
</tr>
<tr>
<td>synchronized with the presentation.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) Web pages shall be designed so that all information conveyed with</td>
<td></td>
<td></td>
</tr>
<tr>
<td>color is also available without color, for example from context or</td>
<td></td>
<td></td>
</tr>
<tr>
<td>markup.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d) Documents shall be organized so they are readable without</td>
<td></td>
<td></td>
</tr>
<tr>
<td>requiring an associated style sheet.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(e) Redundant text links shall be provided for each active region of a</td>
<td></td>
<td></td>
</tr>
<tr>
<td>server-side image map.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(f) Client-side image maps shall be provided instead of server-side</td>
<td></td>
<td></td>
</tr>
<tr>
<td>image maps except where the regions cannot be defined with an</td>
<td></td>
<td></td>
</tr>
<tr>
<td>available geometric shape.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(g) Row and column headers shall be identified for data tables.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(h) Markup shall be used to associate data cells and header cells for</td>
<td></td>
<td></td>
</tr>
<tr>
<td>data tables that have two or more logical levels of row or column</td>
<td></td>
<td></td>
</tr>
<tr>
<td>headers.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i) Frames shall be titled with text that facilitates frame identification and navigation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(j) Pages shall be designed to avoid causing the screen to flicker with a</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
frequency greater than 2 Hz and lower than 55 Hz.

(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.

(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.

(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with 1194.21(a) through (l).

(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

(o) A method shall be provided that permits users to skip repetitive navigation links.

(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.
### Section 1194.23 Telecommunications Products - Detail

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Level of Support &amp; Supporting Features</th>
<th>Remarks and Explanations</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>volume control, at least one intermediate step of 12 dB of gain shall be provided.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(k)(1) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
be tactilely discernible without activating the controls or keys.

(k)(2) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.

(k)(3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.

(k)(4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.

### Section 1194.24 Video and Multi-media Products – Detail

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Level of Support &amp; Supporting Features</th>
<th>Remarks and Explanations</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. Widescreen digital</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.

(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.

(c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.

(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.

(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.
<table>
<thead>
<tr>
<th>Criteria</th>
<th>Level of Support &amp; Supporting Features</th>
<th>Remarks and Explanations</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Self-contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with 1194.23 (k) (1) through (4).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at any time.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
provided to automatically reset the volume to the default level after every use.

(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.

(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.

(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.

(j) (1) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.

(j)(2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.

(j)(3) Products which are freestanding, non-portable, and
intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.

(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.

### Section 1194.26 Desktop and Portable Computers – Detail

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Level of Support &amp; Supporting Features</th>
<th>Remarks and Explanations</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) All mechanically operated controls and keys shall comply with 1194.23 (k) (1) through (4).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with 1194.23 (k) (1) through (4).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Criteria</td>
<td>Level of Support &amp; Supporting Features</td>
<td>Remarks and Explanations</td>
</tr>
<tr>
<td>--------------------------------------------------------------------------</td>
<td>----------------------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
operable with limited reach and strength shall be provided.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Level of Support &amp; Supporting Features</th>
<th>Remarks and Explanations</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) Support services for products shall accommodate the communication needs of end-users with disabilities.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

USE THE FOLLOWING LANGUAGE FOR FILLING OUT THE LEVEL OF SUPPORT AND SUPPORTING FEATURES COLUMN IN THE TABLES ABOVE.

SUPPORTS - Use this language when you determine the product fully meets the letter and intent of the Criteria.

SUPPORTS WITH EXCEPTIONS - Use this language when you determine the product does not fully meet the letter and intent of the Criteria, but provides some level of access relative to the Criteria.

SUPPORTS THROUGH EQUIVALENT FACILITATION - Use this language when you have identified an alternate way to meet the intent of the Criteria or when the product does not fully meet the intent of the Criteria.

SUPPORTS WHEN COMBINED WITH COMPATIBLE AT - Use this language when you determine the product fully meets the letter and intent of the Criteria when used in combination with compatible assistive technology. For example, many software programs can provide speech output when combined with a compatible screen reader (commonly used assistive technology for people who are blind).

DOES NOT SUPPORT - Use this language when you determine the product does not meet the letter or intent of the Criteria.

NOT APPLICABLE - Use this language when you determine that the Criteria do not apply to the specific product.

NOT APPLICABLE - FUNDAMENTAL ALTERATION EXCEPTION APPLIES - Use this language when you determine a fundamental alteration of the product would be required to meet the criteria. "Fundamental alteration" means a change in the fundamental characteristic or purpose of the product or service, not merely a cosmetic or aesthetic change. Generally, adding access should not change the basic purpose or characteristics of a product in a fundamental way.
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?

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](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](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:
  o http://www.bsr.org/reports/BSR_Water-Trends.pdf
EPA information about conserving water:
  o http://water.epa.gov/powaste/nps/chap3.cfm

**Packaging**
Links to get you started on sustainable packaging:
  o http://www.epa.gov/oswer/international/factsheets/200610-packaging-directives.htm

**Sustainability Practices**
Ideas for alternative transportation programs:
  o http://www.ctaa.org/webmodules/webarticles/articlefiles/SuccessStoriesEmpTransportPrograms.pdf
The EPA environmentally preferable purchasing guidelines for suppliers:
  o http://www.epa.gov/epp/
EPA life cycle assessment information:
  o 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:
  o http://www.epa.gov/epawaste/conserve/tools/greenscapes/index.htm
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:
   o 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:
   o http://www.epa.gov/smm/wastewise/measure-progress.htm
Greenbiz’s comprehensive guide to reducing corporate waste:

Water Waste
EPA information about conserving water:
   o http://water.epa.gov/polwaste/nps/chap3.cfm

Packaging
Links to get you started on sustainable packaging:

Sustainability Practices
Ideas for alternative transportation programs:
   o http://www.ctaa.org/webmodules/webarticles/articlefiles/SuccessStoriesEmpTranspPrograms.pdf
The EPA environmentally preferable purchasing guidelines for suppliers:
  o http://www.epa.gov/epp/

EPA life cycle assessment information:
  o http://www2.epa.gov/saferchoice/design-environment-life-cycle-assessments

Green Seal green products & services:

Ecologo cleaning and janitorial products:

EPA information on sustainable landscape management:
  o http://www.epa.gov/epawaste/conserve/tools/greenscapes/index.htm
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 LINE 1:**

- **ADDRESS LINE 2:**

- **CITY:**
- **ST:**
- **ZIP:**

- **REMIT TO 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)**
- **A 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**

Corporations: Is your or an affiliated company’s stock regularly traded on one or more established security markets?
- **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

Large Business?  □ YES  □ NO  □
Small Business?  □ YES  □ NO  □

Please check all that apply to your business for the federal supplier type or check Not Applicable here:  □

<table>
<thead>
<tr>
<th>Service-Disabled Veteran-Owned (VD)</th>
<th>Small Disadvantaged (SD)</th>
<th>Women-Owned (WO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Veteran-Owned (VO)</td>
<td>Minority Institution (MI)</td>
<td>HUB Zone (HZ)</td>
</tr>
<tr>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
</tbody>
</table>

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.

If the buyer name is listed, please return to the buyer.  Buyer:  Phone:  Email:

Form version: 2016-06-20
SECTION XIV – SECURITY REVIEW PROCESS

Security Review Form
Form version: 2017-04-13

Expectations

This checklist is to be filled out by the ASU project team, because the ASU project team is responsible for designing and implementing security controls. Vendor provided documents and diagrams are not sufficient.

Please have your answers -- in this checklist and in your Security Architecture Worksheet (example here) -- completed and your Security Architecture Diagram available in your google project folder one week before your scheduled review. Projects with incomplete documentation will be asked to reschedule.

A preliminary review may be held, and is recommended, early in a project's lifecycle while there is still time to change course if design issues are identified. The final review should be held shortly before the project goes live, when the contemplated servers have been set up at least to the point where the required vulnerability scans can be done.

Overview

The ASU security review process is designed to guide each project team to implement solutions efficiently while minimizing security risks. At the beginning of a project, for most of the questions below the answer will probably be "Unknown". As design and development continues, you can start filling in the answers you know. When you are ready for a discussion with an Information Security Architect, please use ServiceNow to submit a request for a security review.

Where you see the checkbox "□" symbol below, if that is your answer, delete the checkbox and replace it with an "X".

Projects do not always achieve a "perfect" score; however the goal is to reduce all risks to low or addressed. The purpose of this document is to allow management to get an evaluation of the risk in this project as compared to other projects and ASU standards.

Scope of Review

It is not practical to bring all existing systems up to current standards. Instead, our goal is "No new bad". So for each project we look at what changes are being made as part of that project. This includes:

- New hardware
- New software developed for the project: web sites or otherwise
- New software acquired, installed here, hosted elsewhere...
- New software in the form of a "cloud service" or similar
- New connections between new or existing systems
- New data flows between new or existing systems
- New data stores: added tables or columns, data files, network shares...

For our purposes "new" means new to ASU -- it has not been through an ASU Security Review before. So if ASU starts using an existing "cloud service" that service should be reviewed even if the service is not implementing any changes for ASU's project.
Also if an existing system is changed for the project, the change is "new" because it hasn't previously been reviewed.

Example: Existing system "A" regularly transfers a data file to existing system "B". The project will add software that runs on "B" and makes a new use of the data on "B". System "B" is in scope because it is being changed, but system "A" and the data file transfer are not in scope because they are not changing. System "A" can still be shown on your Security Architecture Diagram to clarify the workflow.

**Project Information**

**What is the name of your project? Please use the same name that appears in project status systems.**


**If you are using Planview for project management, what is the Planview project ID number (usually 4 to 7 digits)?**

□ This project is not using Planview.

**What is the purpose of your project? Briefly describe the business problem you are trying to solve.**


**Who is the Steward for the project (the ASU employee who decided we should do this, the sponsor from a business perspective)?**

Name:
Title:
Department:

**Who is the Technical Administrator for this system (the ASU employee who will manage ongoing system maintenance, enhancement and patching or manage the vendor who will perform this function)?**

Name:
Title:
Department:
(For separation of duties reasons, the Steward and the Technical Administrator should not be the same person. Technical people implement business requirements. Technical people should not unilaterally create systems for which there is no business requirement or sponsor.)

**Responsibility for Secure Design**

Security practitioners have found that to be effective, security measures must be "baked in from the beginning" rather than "pasted on at the end". This is one of the reasons for using a System Development Life Cycle (mentioned elsewhere in this checklist) that includes security checkpoints as the project progresses.

Attackers usually take advantage of mistakes. These flaws frequently arise at the boundaries between independent components, due to misunderstandings or weaknesses in how the parts are put together. This means you can have a collection of "secure" parts, but yet not have a secure whole. Someone must create a holistic design that ensures all the parts fit together in a way that complies with regulations and ASU standards.

**Who is responsible for the secure design of the entire system?**
<table>
<thead>
<tr>
<th>Level</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>High</td>
<td>We don't know who is responsible for the security design of the entire system.</td>
</tr>
<tr>
<td>High</td>
<td>Although certain parts may be designed for security, nobody is responsible for the security design and ASU standards compliance of the entire system including users and their devices.</td>
</tr>
<tr>
<td>Medium</td>
<td>A vendor claims to be responsible for the security design and ASU standards compliance of the entire system, but the vendor has not signed ISO language, or the scope of the vendor’s contracted responsibility does not cover the entire system including users and their devices.</td>
</tr>
</tbody>
</table>
| Low   | A single vendor has accepted responsibility for all of the security design and ASU standards compliance, has signed ISO language, and the scope of the vendor’s contracted responsibility covers the entire system including users and their devices. If the vendor has signed or has intent to sign the ISO contract language ensure you provide a copy of the following documents from the vendor:  
- SOC2 Report  
- System Development Life Cycle (SDLC) |
| Addressed | One or more ASU employees have designed the system with a holistic security perspective from the beginning, selecting components and/or vendors that meet regulatory requirements and ASU standards. The ASU employee(s) responsible for the security design and ASU standards compliance are:  
  ____________________________  
  ____________________________ |

Additional information (optional)

Sensitive Data

The expectations for the project's security measures depend on how much harm could occur when things go wrong. For definitions of the following data classifications please see the Data Handling Standard at [http://links.asu.edu/datahandlingstandard](http://links.asu.edu/datahandlingstandard)

What is the most sensitive data in this project? (Check all that apply.)

**Regulated Data**
- PCI regulated (credit card data)
- FERPA regulated (student data)
**ASU Data Classifications**

- **Highly Sensitive** - disclosure endangers human life health or safety
- **Sensitive** - regulated data (including regulations above) or Personally Identifiable Information
- **Internal** - a login is required
- **Public** - anyone can see it without logging in

Additional information (optional) - examples of sensitive data elements etc.

**Note:** If you checked any of the highlighted boxes above, ASU's Data Handling Standard calls for this data to be encrypted for all new systems, and an encryption transition plan for existing systems. In addition, encryption is recommended for all data classifications on all systems. If you can, encrypt everything everywhere.

One reason for encryption in transit is to prevent other computers on the network from reading sensitive data as it goes by.

**How will sensitive data be protected in transit, as it travels across the network? (Check all that apply.)**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><img src="true" alt="High" /></td>
<td>Sensitive data will be traveling across one or more external connections outside of the ASU data Center without any protection.</td>
<td></td>
</tr>
<tr>
<td><img src="true" alt="High" /></td>
<td>All systems and connections storing or processing sensitive data are within the ASU data center, but sensitive data is not encrypted as it moves from system to system.</td>
<td></td>
</tr>
<tr>
<td><img src="true" alt="High" /></td>
<td>Firewalls, network segmentation, and/or other techniques limit sensitive traffic to only those systems that are intended to receive it. Other systems are prevented from connecting, or listening to sensitive traffic. However, sensitive data is not encrypted in transit.</td>
<td></td>
</tr>
<tr>
<td><img src="true" alt="Addressed" /></td>
<td>All sensitive data is encrypted as it travels over each network connection.</td>
<td></td>
</tr>
<tr>
<td><img src="true" alt="Addressed" /></td>
<td>All* web sites are using https encryption. Servers have valid https certificates. (The certificates are correctly configured and installed so that no warnings are seen.)</td>
<td></td>
</tr>
<tr>
<td><img src="true" alt="Addressed" /></td>
<td>This project has no sensitive data.</td>
<td></td>
</tr>
<tr>
<td><img src="true" alt="Addressed" /></td>
<td>This question is not applicable for this project because all of the following are true:  - No ASU equipment or network connections will be used to transmit</td>
<td></td>
</tr>
</tbody>
</table>
sensitive data.

- If a vendor is transmitting or receiving sensitive data, the vendor has accepted responsibility for protecting the data by signing a contract that includes ISO language.

Additional information (optional)

* Note: ASU Information Security recommends https encryption for all web pages, whether there is sensitive data or not. Here are some reasons:
  - Some Internet Service Providers have started altering page content so you don't see what you requested, you see what they want you to see. Thus even the simplest public static web page can be abused. The http protocol cannot detect this; https can.
  - An increasing variety of entities are interested in eavesdropping on your Internet use, which also becomes much harder under https.
  - Google gives preference to https pages in its search results: see http://googleonlinesecurity.blogspot.in/2014/08/https-as-ranking-signal_6.html

Encryption at rest is a defense against the possibility that media might be misplaced, stolen, or not disposed of properly. Sensitive data should be protected wherever it goes -- on servers, desktops, laptops, mobile devices, and backups of these systems.

**How will sensitive data be protected at rest, wherever it is stored? (Check all that apply.)**

<table>
<thead>
<tr>
<th>Level</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>High</td>
<td>Sensitive data will be stored without any protection, on devices available to the general public without logging in.</td>
</tr>
<tr>
<td>High</td>
<td>Sensitive data will be stored without encryption at rest, even though PCI or other applicable regulations require it.</td>
</tr>
<tr>
<td>Medium</td>
<td>Sensitive data will be stored without encryption, but the devices require a login, and there is no applicable regulation requiring encryption at rest.</td>
</tr>
<tr>
<td>Medium</td>
<td>All systems storing or processing sensitive data are within the ASU data center, but sensitive data is not encrypted on disk. There is no applicable regulation requiring encryption at rest.</td>
</tr>
<tr>
<td>Low</td>
<td>Sensitive data is encrypted on disk, but not on backups. There is no applicable regulation requiring encryption at rest.</td>
</tr>
<tr>
<td>Addressed</td>
<td>All sensitive data is encrypted at every location where it is stored, including user devices and backups.</td>
</tr>
<tr>
<td>Addressed</td>
<td>This project has no sensitive data.</td>
</tr>
<tr>
<td>Addressed</td>
<td>This question is not applicable for this project because all of the following are true:</td>
</tr>
</tbody>
</table>
● No ASU equipment will be used to store sensitive data.
● If a vendor is storing sensitive data, the vendor has accepted responsibility for protecting the data by signing a contract that includes ISO language.

Additional information (optional)

Security Architecture Diagram

For instructions on how to create a security architecture diagram, please see How to Create a Security Architecture Diagram. Note: this is a detailed technical diagram specific to your implementation at ASU. Vendor diagrams are usually NOT security architecture diagrams suitable as the roadmap for your review.

Include administrative interfaces. Although they may not be intended for users, they are still a potential point of attack and, given the privileged access they provide, are even more valuable to attackers.

A Security Architecture Worksheet (example here) is also required. It can help you gather the information needed for your diagram. You should find a blank worksheet in your security review folder. The information in your worksheet should match your diagram and vice versa.

Has a complete security architecture diagram been submitted?

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Unknown</td>
<td></td>
</tr>
</tbody>
</table>

***RESERVED FOR SECURITY ARCHITECT SELECTION ONLY.***

There are one or more diagrams, but they are incomplete, inconsistent, or do not provide the necessary information (all endpoints with fully qualified DNS hostname or IP address, all connections with protocol, encryption type, and listening port). The rating is "Unknown" because there may be systems or connections that are not reviewed because they are not detailed on the diagram.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Unknown</td>
<td></td>
</tr>
</tbody>
</table>

***RESERVED FOR SECURITY ARCHITECT SELECTION ONLY.***

A diagram has been submitted, but it is a vendor’s generic diagram and does not show ASU specific systems, hostnames, IP addresses, connections, or other details. The rating is "Unknown" because there may be systems or connections that are not reviewed because they are not detailed on the diagram.

| Addressed |   |

The security architecture diagram includes every endpoint that will be part of the project, and every connection between endpoints. Every endpoint that listens for connections is identified with its fully qualified DNS hostname and/or IP address. Every connection is labeled with protocol, encryption type if any, and port number on the listening device.
The security architecture diagram includes every ASU specific endpoint and connection, but not vendor internal architecture. However all connections from ASU to the vendor's border are shown, and the vendor has signed a contract including ISO language accepting responsibility for adequately protecting ASU's sensitive data. Every ASU endpoint that listens for connections is identified with its fully qualified DNS hostname and/or IP address. Every ASU connection is labeled with protocol, encryption type if any, and port number on the listening device.

If you checked one of the answers saying there is a diagram, please upload a copy of it to your google Security Review folder and fill in its document name here:

[additional information]

Additional information (optional)

□ Has this project been to the Architecture Review Board? (Suggestion: share this document with ARB to provide advance answers to many possible ARB questions.)

**Servers**

As you look at your Security Architecture Diagram you will most likely see two types of endpoints: clients and servers. A server is any device that listens on a defined port for incoming connections.

Each server used by your project should be shown on the diagram (unless all connections to the server occur inside a vendor's "cloud", the vendor has signed ISO language, and ASU cannot make any changes to the server's software or configuration). If the server is new for your project, or is being changed for your project, the server should be scanned for vulnerabilities that may be introduced by your changes.

List each server's fully qualified **DNS hostnames** and/or IP addresses in the boxes below. (Note: A **DNS name is not a URL**. URLs for web servers are requested in a different question.)

Your Security Architecture Worksheet (example [here](#)) should already have this information on the first tab (endpoints) under the Servers heading.

**Production (intended for normal use)**

[empty box]

**QA (should be virtually identical to production)**

[empty box]
Development (for unfinished work, programmer testing etc.)

Additional information (optional)

Have the above servers been scanned or penetration tested for security vulnerabilities? What was the outcome? **Note:** ASU managed only - to request a server scan send email to scanrequest@asu.edu

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>□</td>
<td><strong>Unknown</strong></td>
<td>Some new or changed servers have not yet been scanned or penetration tested.</td>
</tr>
<tr>
<td>□</td>
<td><strong>High</strong></td>
<td>A scan or penetration test reported one or more high severity issues that have not yet been addressed.</td>
</tr>
<tr>
<td>□</td>
<td><strong>Medium</strong></td>
<td>A scan or penetration test reported one or more medium severity issues that have not yet been addressed (but no highs).</td>
</tr>
<tr>
<td>□</td>
<td><strong>Low</strong></td>
<td>A vendor says the server(s) have been scanned or penetration tested and issues have been addressed but we do not have evidence (e.g. a copy of the report).</td>
</tr>
<tr>
<td>□</td>
<td><strong>Addressed</strong></td>
<td>All new servers have been scanned or penetration tested. No high or medium severity security issues were reported, or all issues have been addressed. Any fixes have been rescanned to confirm the fix. We have evidence of the scan (e.g. a copy of the report).</td>
</tr>
<tr>
<td>□</td>
<td><strong>Addressed</strong></td>
<td>This project has no new servers and no changes to existing servers (other than servers inside a vendor's &quot;cloud&quot; and the vendor has signed ISO language).</td>
</tr>
</tbody>
</table>

Additional information (optional)

---

**Web Servers**

Each device that accepts connections using the http (or https) protocol is a web server. In addition to the server vulnerability scan above, each web site on a web server should be scanned.

A "web site" is anything that responds to the Hypertext Transfer Protocol (HTTP) whether or not a traditional web browser is used. The term includes, for example, Web Services and device control interfaces, in addition to human-oriented "web applications".
To facilitate automated vulnerability discovery (scanning) a web site should have an entry point that provides links, directly or indirectly through intermediate pages, to all of the URLs offered by that site. For example, some web services use a WSDL to allow automated enumeration of the available calls and parameters. Any URLs that are not found by automated testing should be manually tested for potential security vulnerabilities.

The web site may offer more than one entry point, for example to support different user roles. In this case each entry point should be listed. Your Security Architecture Worksheet (example here) should already have some of this information on the third tab (web sites).

If your project includes new web sites or changes to existing web sites show their entry point URLs here:

Production (intended for normal use)

QA (should be virtually identical to production)

Development (for unfinished work, programmer testing etc.)

Additional information (optional)

Based on the above URLs, do the web sites have adequate test environments?

- **Unknown**: At present we don't know if there will be development or QA instances of the web site(s).
- **Medium**: Only a production instance exists. There is no place to test code or changes without impacting live systems and data.
- **Low**: A QA or development instance exists, but it is different from production to the extent that there could be flaws in one environment that do not exist in the other.
- **Addressed**: All sites have QA instances that are sufficiently identical to production that the results of tests in QA can be relied on to evaluate the production instance.
□ Addressed This project has no web sites.

Additional information (optional)

Have these new web sites or changes to existing web sites been scanned or penetration tested for security vulnerabilities? What was the outcome? Note: For best results, we recommend scanning QA first, then after any issues are resolved and migrated to production, scan production to verify the fixes.

NOTE: ASU managed websites only - To request a web scan submit a web application scan through the MyASU Service tab (or here: http://links.asu.edu/requestascan).

□ Unknown Some web sites have not yet been scanned or penetration tested.

□ High A scan or penetration test reported one or more high severity issues that have not yet been addressed.

□ Medium A scan or penetration test reported one or more medium severity issues that have not yet been addressed (but no highs).

□ Low A vendor says the site has been scanned or penetration tested and issues have been addressed but we do not have evidence (e.g. a copy of the report).

□ Low All sites have been scanned or penetration tested, but the tests were not run against the production site or against a QA site that is essentially identical to production. No high or medium severity security issues were reported, or all issues have been addressed. Any fixes have been rescanned to confirm the fix.

□ Addressed All sites have been scanned or penetration tested against the latest version of code that has gone live or will go live. Tests were run against the production site or against a QA site that is essentially identical to what is or will be in production. ASU has received evidence of the scan (e.g. a copy of the report.) No high or medium severity security issues were reported, or all issues have been addressed. Any fixes have been rescanned to confirm the fix.

□ Addressed This project has no web sites.

Additional information (optional)
Based on the project's access to sensitive data, what is the proposed criticality rating of your web site(s)?

For a definition of "criticality" see the Web Application Security Standard at http://links.asu.edu/webapplicationsecuritystandard.

| □ High | The web site will have access to modify the authoritative source of sensitive data. (To request that an application be considered for ASU’s High Criticality list, submit a request to your Security Review Architect.) |
| □ Medium | The web site has access to sensitive data, but is not rated High. |
| □ Medium-Low | The web site has confidential data, but not sensitive data. (Most web sites with a password fall in this category, unless they have sensitive data, which would be Medium or High.) |
| □ Low | The web site only has public information. Web sites in this category do not use a password. |

Additional information (optional)

Database Servers

Servers that have databases containing sensitive data should be protected from various types of attacks. A database server directly connected to the Internet has no defenses except the ID and password that may be required. A database server directly connected to a web server may lose even that ID/password defense if the web server is compromised.

What database protections are in place?

| □ High | There are one or more databases with access to sensitive data. The database servers have publicly routable IP addresses and there is no firewall limiting connections to the database. People from anywhere in the world can connect directly to the database server. |
| □ Medium | A database containing sensitive data is directly accessible by a web server, but the database only accepts requests from the web server. Other devices cannot make connections to the database. |
| □ Low | Web servers can connect to database servers directly, but alternate protections are in place to defend the database from a web server compromise, such as a Web Application Firewall in front of the web server. (Describe in the notes how the protective technology protects the database from a web server compromise.) |
| □ Addressed | Web servers cannot connect directly to database servers due to network segmentation, firewall rules, etc. Web servers interact with database servers through an application server that only permits a white list of known good |
transactions (a three tier architecture). Web servers also have defenses against typical attacks (such as SQL injection) via parameterized queries, stored procedures, or other techniques that do not pass arbitrary strings to the SQL command interpreter.

### Addressed

None of the systems in this project have access to a database containing sensitive data.

### Addressed

This question is not applicable for this project because all of the following are true:

- No ASU equipment will be used to store a database with sensitive data.
- If a vendor has a database with sensitive data, the vendor has accepted responsibility for protecting the data by signing a contract that includes ISO language.

**Additional information (optional)**

**User Authentication**

**How do the project's systems verify user identity and access rights?**

<table>
<thead>
<tr>
<th>Level</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>High</strong></td>
<td>When a user logs in, their password is sent across the network without encryption. For example, users log in from a web page that does not use https encryption. Or as another example, users have client software on their computers which logs in to a server, but the connection to the server is not encrypted.</td>
</tr>
<tr>
<td><strong>High</strong></td>
<td>Passwords are stored in a way that if obtained by a hacker, the hacker could use them to log in. For example (1) the plain text of the password is stored, or (2) the password is encrypted at rest but the encryption could be reversed to obtain the plain text of the password.</td>
</tr>
<tr>
<td><strong>High</strong></td>
<td>One or more systems maintain an independent user authentication technique instead of standard ASU enterprise &quot;single-sign-on&quot; authentication systems such as WebAuth or CAS.</td>
</tr>
<tr>
<td><strong>Medium</strong></td>
<td>The login page uses https encryption and standard ASU enterprise &quot;single-sign-on&quot; authentication systems such as WebAuth or CAS, but subsequent pages revert back to http.</td>
</tr>
<tr>
<td><strong>Low</strong></td>
<td>Ordinary users are authenticated using standard ASU enterprise &quot;single-sign-on&quot; systems, but privileged users, such as site owners or administrators, are authenticated using a separate mechanism.</td>
</tr>
<tr>
<td><strong>Addressed</strong></td>
<td>All systems that require users to identify themselves use standard ASU enterprise &quot;single-sign-on&quot; authentication systems such as WebAuth or CAS.</td>
</tr>
<tr>
<td><strong>Addressed</strong></td>
<td>Access is in compliance with the ASU Privileged account standard: <a href="https://docs.google.com/file/d/0B7bqVGx3GJQbaC10bEl0ZndjVVE/">https://docs.google.com/file/d/0B7bqVGx3GJQbaC10bEl0ZndjVVE/</a></td>
</tr>
</tbody>
</table>
Because all data is public, no user authentication is needed. Administrator access is controlled through existing mechanisms outside the scope of this project.

Additional information (optional)

**Servers Authentication**

When one server connects to another server, both ends of the connection should have a way to verify that the other server is the correct one and not an impostor.

**How do the project's servers authenticate each other?**

<table>
<thead>
<tr>
<th>Level</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>High</td>
<td>One or more servers initiate or accept connections with their peers, but do not verify or otherwise restrict which servers can connect.</td>
</tr>
<tr>
<td>High</td>
<td>When a server logs in to another server, a password or other secret is transmitted across a network connection without encryption.</td>
</tr>
<tr>
<td>Medium</td>
<td>Firewalls, network segmentation, or other controls make it impossible for connections to be opened between anything other than the intended servers. Connections are limited by a &quot;black list&quot; identifying which addresses are not allowed to connect.</td>
</tr>
<tr>
<td>Low</td>
<td>Firewalls, network segmentation, or other controls make it impossible for connections to be opened between anything other than the intended servers. Connections are limited by a &quot;white list&quot; specifically identifying which addresses are allowed to connect, and denying all others by default.</td>
</tr>
<tr>
<td>Low</td>
<td>Servers use credentials to identify each other, but there are weaknesses (explain in the notes). For example: (A) the credentials are not unique to one application (B) the credentials are not safely stored, or (C) it is difficult to change the credentials.</td>
</tr>
<tr>
<td>Addressed</td>
<td>Each server uses a standard mechanism, such as https, to verify the other server's identity when initiating a connection to another server. If using https, servers have valid https certificates, and clients verify certificate validity. (The certificates are correctly configured and installed so that no warnings are seen.) The listening server authenticates the requesting server using credentials that are unique to this application. The credentials are not stored where they can be accessed without authorization. Credentials are periodically updated, and can be quickly updated if a compromise is suspected.</td>
</tr>
<tr>
<td>Addressed</td>
<td>The project does not have more than one server, so there is no need for servers to authenticate each other.</td>
</tr>
</tbody>
</table>
The changes being made as part of this project will not affect a situation where two or more servers are communicating with each other, so the question does not apply.

Additional information (optional)

Vendor Involvement

☐ This project is being done entirely by ASU employees, including development and hosting of all components.

If you did not check the box above, list the companies or people contributing to this project who are not ASU employees, and indicate when (if) the vendor agreed to ISO Contract Language:

Any vendor that provides hosting services, physical or virtual, has access to the data stored or processed there. Thus even hosting providers should be included in your list of vendors.

However if you contract with Vendor A and they subcontract with Vendor B, ASU may not require a contract directly with Vendor B. Vendor A may be responsible for Vendor B.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Date vendor signed contract with ISO language</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Additional information (optional)

Is there a contract with each vendor, and does the contract include ISO language?

Note: ISO's standard contract language can be found here and is essential for contracts involving sensitive or highly sensitive data.

☐ Unknown Status of vendor contract(s) or inclusion of ISO language is presently unknown.

☐ High There are one or more vendors with whom we do not yet have a contract.
There is a contract with each vendor, but one or more contracts do not include current ISO language. The vendor is not willing to change the contract to include ISO language.

There is a contract with each vendor, but one or more contracts do not include current ISO language. The vendor is willing to change the contract to include current ISO language.

There is a contract with each vendor, and each contract includes current ISO language.

This project has no vendor involvement.

Additional information (optional)

**Backup, Disaster Recovery, and Business Continuity Strategy**

Systems should be able to recover from damaging events such as hardware failures or accidental or malicious data or software corruption.

**What is the backup strategy?**

There are no backups of some or all systems that are relied upon to store data.

Backups are being made, but the ability to fully restore after a total data loss has not been tested.

All essential systems are regularly backed up. Restore capability is tested at least once a year. If data or software damage or loss were to occur, restoring the latest backup or reinstalling the software would be sufficient; the loss of updates since the last backup would be tolerable.

All essential systems are frequently and automatically backed up to a separate physical location. Restore capability is tested at least once a year. Audit logs or other mechanisms are in place that can back out accidental or malicious changes.

Not applicable. The systems involved in this project are not the authoritative store of any data. It could be recreated from elsewhere if lost, so no backups are needed. Original software install media and ASU-specific install instructions will be kept in a safe place so that the system can be rebuilt in the event of hardware failure or system corruption.

Additional information (optional)
For the following question, your project has "Mission Critical" components if any of the following are true:

- Any web site associated with this project has a "Tier 1" rating. (The Web Application Security Standard at [http://links.asu.edu/webapplicationsecuritystandard](http://links.asu.edu/webapplicationsecuritystandard) defines these ratings.)
- There are regulatory requirements that mandate Disaster Recovery and/or Business Continuity planning.
- Your project sponsor wants this considered a "Mission Critical" system for some other reason (by whatever definition is meaningful to the sponsor).

A plan is recommended whether your project includes Mission Critical elements or not. However, expectations are higher for Mission Critical components.

☐ This project has no Mission Critical components.

### Have you documented and tested your disaster recovery and business continuity plan?

<table>
<thead>
<tr>
<th>Status</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unknown</td>
<td>We do not currently know the status of Disaster Recovery and Business Continuity plans.</td>
</tr>
<tr>
<td>High</td>
<td>This is a Mission Critical project but it doesn't currently have Disaster Recovery and Business Continuity plans.</td>
</tr>
<tr>
<td>Medium</td>
<td>Disaster Recovery and Business Continuity plans don't exist at this time, however, the project is not Mission Critical.</td>
</tr>
<tr>
<td>Medium</td>
<td>The Disaster Recovery and/or Business Continuity plans have been drafted, but key elements are missing, for example: redundant systems are not in place, contracts with vendors are not finalized, or the plan has not been tested.</td>
</tr>
<tr>
<td>Low</td>
<td>All mission critical components have geographically-dispersed redundancy with enough capacity to sustain mission critical operations during an extended loss of the primary systems. Disaster Recovery and Business Continuity plans are in place, complete with any contracts for vendor services during an adverse event. However, these are not regularly tested by staging mock disaster scenarios.</td>
</tr>
<tr>
<td>Addressed</td>
<td>All mission critical components have geographically-dispersed redundancy with enough capacity to sustain mission critical operations during an extended loss of the primary systems. Disaster Recovery and Business Continuity plans are in place, complete with any contracts for vendor services during an adverse event. Systems, plans, and recovery-critical personnel are tested annually by staging mock disaster scenarios.</td>
</tr>
<tr>
<td>Addressed</td>
<td>The Disaster Recovery and/or Business Continuity plan has been documented and tested, and there are no Mission Critical components.</td>
</tr>
</tbody>
</table>
Additional information (optional)

If this project is "Mission Critical", please upload a copy of your plans to your google Security Review folder and fill in the document name(s) here:

Additional information (optional)

Logg**ing and** Alerting

Please see ASU System Audit Requirements Standard [http://links.asu.edu/systemauditrequirementsstandard](http://links.asu.edu/systemauditrequirementsstandard) for information about what is required to be logged.

Systems should be designed to recognize and alert on typical attacks. For example, authentication or authorization systems should watch for brute force password attempts or other unauthorized access. Web servers, or protective appliances, should watch for the OWASP Top Ten Vulnerabilities and similar attacks.

Do systems watch for undesirable or unexpected activity and log these events? Do logged events trigger alerts? What happens then?

<table>
<thead>
<tr>
<th>Level</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>HIGH</strong></td>
<td>No logging is performed on any system</td>
</tr>
<tr>
<td>High</td>
<td>Some systems do not recognize and log typical attacks, or other unexpected or undesired events.</td>
</tr>
<tr>
<td>Medium</td>
<td>Potential security events are logged, but there is no human or automated review of those logs to alert on possible problems.</td>
</tr>
<tr>
<td>Medium</td>
<td>Potential security events are logged, but the logs do not fully comply with the ASU System Audit Requirements Standard <a href="http://links.asu.edu/systemauditrequirementsstandard">http://links.asu.edu/systemauditrequirementsstandard</a>.</td>
</tr>
<tr>
<td>Low</td>
<td>Logs are maintained in compliance with the ASU System Audit Requirements Standard <a href="http://links.asu.edu/systemauditrequirementsstandard">http://links.asu.edu/systemauditrequirementsstandard</a>, alerts are raised when appropriate, but staff may not be available to respond to the alerts.</td>
</tr>
<tr>
<td><strong>Addressed</strong></td>
<td>Logs are maintained in compliance with the ASU System Audit Requirements Standard <a href="http://links.asu.edu/systemauditrequirementsstandard">http://links.asu.edu/systemauditrequirementsstandard</a>, events are raised when appropriate, and staff will be available to respond to the alerts throughout the lifecycle of the application.</td>
</tr>
</tbody>
</table>

Additional information (optional)
**Software Integrity**

Whoever writes your software gains control of your computer, sensitive data, and identity. Thus it is important to be sure the software comes from sources you trust. Verify the origin of software before installing it, and keep it up to date if security fixes have been released.

Current versions should be originally installed, upgrades should be applied when available, and security patches should be applied promptly. During original installation or subsequent updates, controls should be in place to ensure that all software comes from trustworthy authors, and has not been tampered with along the way.

**Are current versions of software being deployed? Will upgrades and patches be promptly applied?**

| □ | High | Some systems run outdated versions of their operating system, utilities, or installed applications. Or, systems are initially deployed with current software, but nothing will be in place to keep them current in the future. |
| □ | Medium | There is a capability in place to distribute the most recent software version or updates, but it does not have controls to protect against fake (malicious) updates. |
| □ | Low | Initial install files and/or updates carry a signature (e.g. a hash or checksum) to verify file integrity, but the file must be (and will be) manually checked against a trusted list of valid signatures. |
| □ | Addressed | Software, including operating system, utilities, applications, and any other executable code, is only obtained from trusted sources. It is distributed using mechanisms that automatically ensure it is not altered, for example, files are cryptographically signed or delivered over a channel that ensures end-to-end file integrity. Current versions of software are initially installed. Patching and upgrades are performed regularly and as needed. Patches are automatically verified so that administrators and users cannot be tricked into installing a malicious update. |
| □ | Addressed | This project does not include any new software. Nothing new is installed on user computers or on servers used by this system. There are no new web pages with code that runs on the server (for example, receiving form input) and no new web pages with code that runs on the browser (such as media players, Java, Active X, JavaScript etc.) |

Additional information (optional)

ASU’s Software Development Life Cycle (SDLC) standard ([http://links.asu.edu/softwaredevelopmentlifecycle](http://links.asu.edu/softwaredevelopmentlifecycle)) calls for all software development to occur within an SDLC that includes information security controls and separation of duties to help ensure the controls are effective.

**Is the software included in this project developed under a written Software Development Life Cycle?**
### Unknown
We do not know if software (including vendor software, ASU developed software, or software obtained from other sources such as libraries or frameworks) is or was developed under the control of a written SDLC.

### High
One or more software components used within this project have no SDLC.

### Medium
An SDLC exists, but it is not written, it is not routinely followed, or it does not include security controls.

### Low
We have evidence that a written SDLC with security controls is routinely followed, however the development organization does not have enough people to implement full separation of duties.

### Addressed
All software (including vendor software, ASU developed software, and software libraries imported from other sources) is or was developed under the control of a written SDLC which includes security checkpoints and separation of duties to control the advancement of software past those checkpoints.

### Addressed
This project does not include any new software. Nothing new has to be installed on user computers or on servers used by this system. There are no new web pages with code that runs on the server (for example, receiving form input) and no new web pages with code that runs on the browser (such as media players, Java, Active X, JavaScript etc.)

If you checked one of the answers saying there is a written SDLC, please upload a copy of it to your google Security Review folder and fill in its document name here:

Additional information (optional)

Has the new software developed or purchased in this project undergone vulnerability scanning or penetration testing by an entity other than the developer?

### High
No vulnerability scanning or penetration testing has been conducted

### High
One or more components of new software (other than web sites) have not been vulnerability scanned or penetration tested.

### Medium
Vulnerability scanning or penetration testing has been performed, but by a member or close affiliate of the development team or vendor, such that its independence is not assured.

### Low
New software (other than web sites) has been vulnerability scanned or penetration tested by a party independent from the developer or vendor, however some issues remain unaddressed. The project team has evaluated the open issues and does not consider them a risk to ASU (explain in notes below).
Addressed

New software (other than web sites) has been vulnerability scanned or penetration tested by a party independent from the developer or vendor, and any issues found have been addressed.

Addressed

Vulnerability scanning or penetration testing is not required for this project because there is no new software other than web sites, and the web sites have been scanned for security vulnerabilities.

Addressed

This project does not include any new software. Nothing new has to be installed on user computers or on servers used by this system. There are no new web pages with code that runs on the server (for example, receiving form input) and no new web pages with code that runs on the browser (such as media players, Java, Active X, JavaScript etc.)

Additional information (optional)


**Deprecated or Dangerous Technologies**

Frequently an exciting new technical capability is rapidly adopted without due consideration for the security consequences. Hackers begin taking advantage of weaknesses, so some technologies carry added risk. Users can defend themselves by disallowing unwanted technologies, but then some web sites refuse to serve those users until they place themselves at risk again.

Many of these techniques include automatically or manually downloading software from unknown or untrusted authors. Also see the **Software Integrity** section for additional questions that pertain to any executable code that is downloaded or installed such as a plug-in or media player.

**Does the project require any of the following technologies in order to make full use of the system?**

<table>
<thead>
<tr>
<th>Level</th>
<th>Technology Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medium</td>
<td>Users are required to enable Java in their web browsers. (Due to a history of many vulnerabilities that go unpatched for months or years, Java has become one of the top malware distribution mechanisms.)</td>
</tr>
<tr>
<td>Medium</td>
<td>Users are required to permit Active-X controls. (Active-X controls give a web site more control of a user's computer, making it easier for attackers to exploit defects in the operating system, browser, or Active-X control itself. Also, dependence on Active-X locks out users of operating systems and browsers that may be more secure.)</td>
</tr>
<tr>
<td>Medium</td>
<td>A password protected web site imports JavaScript code or other client-executed code from another web site that is beyond ASU's control. (This makes it possible for the other site's script to perform identity theft against ASU users.) Users are not allowed to use essential features of the site if they protect themselves by disabling JavaScript.</td>
</tr>
<tr>
<td>Medium</td>
<td>A password protected web site imports JavaScript code or other client-executed code over an http (unencrypted) connection. (This makes it possible for a man-</td>
</tr>
<tr>
<td>Low</td>
<td>Users are required to enable Flash in their web browsers. (Due to a history of many vulnerabilities that go unpatched for months or years, Flash has become a common malware distribution mechanism.)</td>
</tr>
<tr>
<td>Low</td>
<td>Users are required to allow pop-up windows in their browsers. (Several popular web browsers now disable pop-ups by default because they have been abused by advertisers and malware.)</td>
</tr>
<tr>
<td>Low</td>
<td>The web site only allows certain browsers, and refuses service to users of other browsers. (Such web sites frequently lock out users of operating systems and browsers that may be more secure.)</td>
</tr>
<tr>
<td>Low</td>
<td>Users are required to enable or install other plug-ins or media players not listed above. (Please describe in notes below.)</td>
</tr>
<tr>
<td>Addressed</td>
<td>The project uses one or more of the above technologies, but they are entirely optional. Users can still accomplish all the functions of the system even if the user shuts off the deprecated technologies.</td>
</tr>
<tr>
<td>Addressed</td>
<td>The project will not use any of the technologies listed in this section.</td>
</tr>
</tbody>
</table>

Additional information (optional)

| Other Risks |

If you are aware of other risks you would like to document, describe them here and assign what you think is the appropriate risk rating, considering the classification of the data involved. (Copy and paste a table cell containing the rating you want to apply.)

| | |
| | |
| | |
| | |

Additional information (optional)

| Risk Score |
Total up the boxes checked above. Each question should have at least one box checked.

<table>
<thead>
<tr>
<th>Risk Rating</th>
<th>Unknown</th>
<th>High</th>
<th>Medium</th>
<th>Low</th>
<th>Addressed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Count of boxes checked</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Risk Acceptance**

After your documents are complete and the review discussion has been held, someone will be asked to accept any remaining risk. Please be aware that if your Risk Score includes any **Red** items, the ASU Provost or CFO will be asked to accept the risk. **Orange** items go to the sponsoring business unit's Dean or comparable leadership for risk acceptance. **Low** risks may be accepted in writing by a member of the project team.