REQUEST FOR PROPOSAL
B2B MARKETPLACE PLATFORM
RFP 342003
DUE: 3:00 P.M., MST, 11/08/19
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SECTION I – REQUEST FOR PROPOSAL

RFP 342003

Arizona State University is requesting sealed proposals from qualified firms or individuals for **B2B Marketplace Platform**

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 & Broadway Road) Tempe, Arizona 85281 on or before 3:00 P.M. MST, **November 08, 2019** at which time a representative of Purchasing and Business Services will announce publicly the names of those firms or individuals submitting proposals. All times noted are Mountain Standard Time (MST). Please note that Daylight Savings Time is NOT observed. No telephone, electronic or facsimile proposals will be considered. **Proposals received after the time and date for closing will be returned to the proposer unopened. No proposals will be accepted after this time.** No other public disclosure will be made until after award of the contract.

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

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

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

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

ARIZONA STATE UNIVERSITY

________________________
Lorenzo Espinoza
IT Strategic Sourcing Manager

LE/AP
This RFP is being conducted in cooperation with the following organizations:

**Florida State University**

![Florida State University Logo]

**Illinois Public Higher Education Cooperative**

![IPHEC Logo]

**Texas A&M**

![Texas A&M Logo]

**University of Connecticut**

![UCONN Logo]

**University of Washington**

![University of Washington Logo]

Each participating organization will be represented on the selection committee and reserves the right to use all or part of any award resulting from this RFP.
SECTION II – PURPOSE OF THE RFP

1. INTENT

Arizona State University (ASU), in cooperation with Illinois Public Higher Education Cooperative (IPHEC), Florida State University (FSU), Texas A&M University, University of Connecticut (UC), and University of Washington (UW), hereby known as “Participants”, is seeking qualified and responsible providers of e-commerce solutions that offer a marketplace of vendors for goods sourced through their platform.

A marketplace should consist of offerings from a variety of sellers with the platform providing a vehicle through which products are offered to ASU and the Participants.

Providers who meet selection criteria under this RFP and are awarded contracts will have their platforms linked through “punch-out” technology to ASU’s internal SunRise e-commerce platform, or the various platform offered by the Participants.

In addition to specific qualifications and requirements listed later in this RFP, providers should offer an established, out-of-the-box business-to-business e-commerce marketplace platform that fits the following requirements:

- Is designed as a B2B marketplace rather than B2C
- An established and demonstrated methodology for showing prices are generally below retail prices
- Offers the ability to make payments through the platform or to a centralized accounts receivable function via credit card functionality
- Offers a wide variety of products in multiple commodity groups
- A focus on quick delivery with the majority of products being available to be delivered to ASU campuses within 5 days
- A central point of contact for customer service, delivery, or account issues

The University, at its discretion, may award to multiple vendor if it is deemed advantageous to do so.

2. BACKGROUND INFORMATION

Arizona State University and the Participants have a variety of established contracts with a variety of goods providers in a multitude of industries. However, shopping can happen in a variety of ways and from a larger pool of suppliers than are currently under contract. These purchases are small-dollar in nature and fall under our current threshold for formal solicitation. This “tail-spend” consists of a large number of transactions for low-dollar purchases.

ASU currently uses a central e-commerce platform, SunRISE (provided by Jaggaer), where shoppers throughout the University can order goods that have been contracted. Adding a variety of marketplace catalogs to our existing e-commerce platform will enable us to offer a larger variety of products that may have smaller demand than our traditional catalogs. By offering products through a marketplace, we can leverage small and diverse businesses who may have less ability to market to a larger audience. In addition, the marketplace concept will allow our shoppers to compare goods and pricing in order to make effective source selections.
The members who collectively make up the Participants have similar systems and processes to facilitate this type of online, transactional buying, and these details may be provided through the discovery phase of any resulting Agreement through an award to this RFP.

**General Background**

**Arizona State University**

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 98,000 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).

**Florida State University**

Florida State University – One of the nation’s elite research universities, FSU – with the Carnegie Foundation’s highest designation, Doctoral/Research University-Extensive – offers a distinctive academic environment for more than 42,000 students and over 10,000 employees. Students have the opportunity to work and study alongside an outstanding faculty that includes Nobel Laureates, five members of the prestigious National Academy of Sciences, seven members of the American Academy of Arts and Sciences and two winners of the Pulitzer Prize. With an impressive breadth of leading graduate, professional and undergraduate programs, and an international reputation in the sciences and humanities, Florida State University is a demanding and intellectually stimulating environment for students and faculty.

FSU’s 16 colleges offer more than 300 undergraduate, graduate, doctoral, professional and specialist degree programs, including medicine and law, covering a broad array of disciplines critical to society today and is widely known for offering extensive opportunities in research, Service Learning and Study Abroad. Each year the University awards over 2,000 graduate and professional degrees.

For any additional information about Florida State University, please visit the University’s Internet web page at: [http://www.fsu.edu](http://www.fsu.edu).

**Illinois Public Higher Education Cooperative**

The Illinois Public Higher Education Cooperative, “IPHEC” is a cooperative organization comprised of all thirteen Illinois public institutions of higher education. IPHEC members include University of Illinois Champaign-Urbana, University of Illinois Chicago, University of Illinois Springfield, Southern Illinois University Carbondale, Southern Illinois University Edwardsville, Southern Illinois University School of Medicine, Illinois State University, Chicago State University, Northeastern Illinois University, Governors State University, Northern Illinois University, Eastern Illinois University and Western Illinois University. Formed to advance the collective activities of the state’s public institutions primarily in the cooperative or group purchasing arena. Additionally, IPHEC serves to provide a common and collaborative voice on
a wide variety of issues impacting the state universities including legislation, administrative rules, administrative policy and collaborative interaction with the states ethical oversight. IPHEC currently provides over one hundred award opportunities available to the state’s public higher education institutions, community colleges and the Illinois Math & Science Academy.

**Texas A&M**

**About Texas A&M University-Commerce:** A&M-COMMERCE serves rural and metropolitan East Texas with distinction, consistently delivering on a promise that our founder, Professor William Leonidas Mayo, made more than a century ago: “No industrious, ambitious youth shall be denied an education if I can prevent it.” We are committed to our university’s mission: Educate. Discover. Achieve.

Programs are delivered on-site at the Commerce campus as well as in Corsicana, Dallas, McKinney, Frisco and Mesquite. Many courses are also available online. Students may choose from more than 135 degree programs at the bachelor’s, master’s and doctoral levels. A vibrant student life experience includes 14 NCAA Division II athletic teams, a thriving Greek system and more than 120 student organizations.

**About the A&M System:** The Texas A&M University System is one of the largest systems of higher education in the nation with a budget of $4.69 billion. Through a statewide network of 11 universities and seven state agencies, the Texas A&M System educates more than 150,000 students and makes more than 22 million additional educational contacts through service and outreach programs each year. System-wide, research and development expenditures exceeded $996 million in FY 2017 and helped drive the state’s economy.

For any additional information about A&M-Commerce, please visit us at [https://new.tamuc.edu](https://new.tamuc.edu).

For more information about Texas A&M University, please visit us at [https://www.tamus.edu/system/about/](https://www.tamus.edu/system/about/).

**University of Connecticut**

The University is a Land, Sea, and Space Grant consortium institution which occupies 4,300 acres, enrolls 32,257 students, and produces 8,779 undergraduate, graduate, and professional degrees annually. The main campus is located in Storrs, Connecticut with regional campuses located in the following Connecticut towns: Avery Point, Hartford, Stamford, and Waterbury. Its academic health center, UConn Health, is located in Farmington, Connecticut. Detailed University demographics are available via the following link: 2019 Fact Sheet. [https://uconn.edu/](https://uconn.edu/).

**University of Washington**

The UW is one of the world’s preeminent public universities. Our impact on individuals, our region and the world is profound — whether we are launching young people into a boundless future or confronting the grand challenges of our time through undaunted research and scholarship. Ranked No. 13 in the world on the 2017 Academic Ranking of World Universities, the UW educates more than 54,000 students annually. A few fast facts about the UW:

- The UW is classified as a R1: Doctoral Universities by the Carnegie Foundation for the Advancement of Teaching, receiving a total of $1.629 billion US Dollars in grants and contracts awarded in 2017
• The UW has three campuses that offer over 600 academic degree options across 314 Programs.

• The UW’s fiscal year 2018 (FY18) budget totals nearly $7.3 billion

• Tuition revenue comprises 64 percent of the UW’s general operating fund resources (state funds plus tuition revenue), compared to 34 percent in 2003. This number is down from 71 percent in FY15, due to legislatively mandated tuition reductions and decrease in state funding

3. **TERM OF CONTRACT**

The initial contract term will be for one (1) 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, as well as the Participants.
SECTION III – PRE-PROPOSAL CONFERENCE

No pre-proposal conference will be held.
SECTION IV – INSTRUCTIONS TO PROPOSERS

1. You must address and deliver your proposal to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S. Rural Road, Tempe, Arizona 85281, on or before the time and date set for closing. No proposal will be accepted after this time. The University Services Building is located on the east side of Rural Road between Apache 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

   All times noted are Mountain Standard Time (MST). Please note that Daylight Savings Time is NOT observed. No telephone, electronic or facsimile proposals will be considered. Proposals received after the time and date for closing will be returned to the proposer unopened.

2. **DIRECTIONS TO USB VISITOR PARKING.** Purchasing and Business Services is in the University Services Building (“USB”) 1551 S. Rural Road, Tempe, AZ, 85281 (located on the east side of Rural between Broadway Road 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(s) whose proposal is determined to be the most advantageous to the University based on the evaluation factors set forth in this solicitation. Price, although a consideration, will not be the sole determining factor.
9. If you are submitting any information you consider to be proprietary, you must place it in a separate envelope and mark it “Proprietary Information”. If the 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. The University has entered into Cooperative Purchasing Agreements with the Maricopa County Community College District and with Maricopa County, in accordance with A.R.S. Sections 11-952 and 41-2632. Under these Cooperative Purchasing Agreements, and with the concurrence of the proposer, the Community College District and/or Maricopa County may access a contract resulting from a solicitation done by the University. If you do not want to grant such access to the Maricopa County Community College District and or Maricopa County, **please state so in your proposal.** In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

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

22. The University is also a member of a number of not-for-profit cooperatives focused on educational institutions. **ASU reserves the right to allow these cooperatives to utilize awards under this RFP as well as other public educational institutions.** As with the Participants, each of these entities will execute their own contracts under this RFP award.

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

   Lorenzo Espinoza  
   Purchasing and Business Services  
   University Services Building
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.

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

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

26. 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.

27. The University requires that all desktop computers, notebooks, and monitors purchased must meet Electronic Product Environmental Assessment Tool (EPEAT) Gold status as contained in the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products. The registration criteria and a list of all registered equipment are at http://www.epeat.net on the Web.

28. To the extent applicable to any 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.
29. 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,

Protests should be directed to:

Jamon Hill
Deputy Chief Procurement Officer
Purchasing and Business Services
PO Box 875212
Tempe AZ 85287-5212
Email: Jamon.Hill@asu.edu

Please note that as the University takes protests very seriously; we expect you to do so as well. Frivolous protests will not result in gain for your firm.
SECTION V – SPECIFICATIONS/SCOPE OF WORK

Arizona State University and the Participants are seeking an e-commerce B2B marketplace platform. Please reply directly underneath each item below in Section V for ease of evaluation.

1. Desired Capabilities
   • Secure Login
   • Online catalog of items
   • Access to online order history
   • Mobile enabled site
   • Payment methods – Purchase Order ("PO") or credit card
   • Standard reporting
   • Freight selection
   • Online sample request form
   • Product images (high resolution) associated with each item

2. Technical and Infrastructure Requirements
   • ASU’s current internal e-commerce platform (referred internally as “SunRISE”) is Jaggaer and is currently integrated with ASU's financial management system, WorkDay. The proposer should demonstrate capabilities to support punch-out enablement with SunRISE, as well as other system integration capabilities for other environments.
   • Provide evidence that the system is able to support multiple vendor catalogs, add suppliers, and whether the system contains its own supply base/content repository.
   • Describe what operating systems are required and supported.
   • Describe what browsers are supported (I.E., FireFox, Chrome, Safari, etc.)

3. Descriptive Data Element Management
   • Describe your solution’s web content management support of including (but not limited to): adding and editing of descriptive metadata by content contributors, tagging functionality and/or descriptive fields, whether tags and category lists be used across all site content, and other demonstrated capabilities.

4. Product Configurations
   • Describe your solution’s capability to provide single products, products with options, collection or bundled products, kits, pre-order products, tax category management, and tax exempt orders.
   • Provide a list of categories your platform supports (including, but not limited to):
     o Office Supplies
     o Classroom, School, Art Supplies and Materials
     o Home Kitchen, Food and Grocery
     o Books
     o Sanitation and Janitorial supplies
     o Maintenance, Repair, and Operation supplies
     o IT peripherals
     o Higher education scientific equipment and lab supplies
     o Clothing
     o Animal supplies, equipment, and food
     o Audio Visual and Electronics
     o Miscellaneous/Other Categories

5. Currencies
• Describe your solution’s capability to support multiple currency transactions. Also describe your solution’s support for international suppliers with whom currencies may not support USD.

6. Promotions Management
• Describe your solution’s capability for users to input promotional codes, including one-time use promo codes and one-per-customer promo codes.
• Describe several marketing campaigns regarding promotion codes that have been used and the effectiveness and results of that campaign.

7. Merchandising
• Describe your solution’s capability to cross sell, bundle products, recommend products based on purchase history or items in cart, and collection groups.

8. Analytics/Reporting
• Describe your solution’s out-of-the-box analytics/reporting dashboard and capabilities that are part of the platform.
• Describe how the reporting can be used to support supply chain management professionals from the buying organization.

9. Navigation
• Describe your solution’s ability to create lists of pages based on directory, tag, or category that update automatically as new content is created, support for mega-menus, and navigation support for mobile devices.

10. Roles and Users
• Describe how users and user authentication are managed.

11. Workflow and Governance
• Describe how the solution provides a full revision history of changes made and who performed them.
• Describe whether customers and their administrators may restrict products or commodities depending on organizational internal policies and procedures.
• Describe how administrative users are provided with the ability to set access levels for retailers, and view detailed reports.

12. Integration and Implementation
• Describe all integration platforms your system is compatible with, including analytics, third party applications, calendaring applications, etc.
• Describe how implementation services are delivered, and the responsibilities between the proposer and the customer during implementation. Any training, project management, user acceptance testing, and other services should be described (if applicable).

13. Order Management
• Describe account management capabilities on how user’s lookup orders, review details, and process change orders.
• Describe how negotiated pricing and quotation systems for “Special Quoted Pricing” are reflected in supplier catalogs or in the special conditions of the order.
• Describe how this B2B platform, in contrast to a C2B platform, ensures pricing for the majority of products is below retail pricing. Describe how the buying organization can use spend analytics to audit cost savings.
• Describe how users track their orders from checkout to delivery.

14. Return Processing
• Describe the process to return orders and your company’s policy on product returns.

15. Shopping Cart and Checkout Functionality
• Describe the features and functionality of shopping cart and checkout processing.

16. Shipping Options
• Describe whether fixed fee shipping calculations, calculated rate shipping, or other calculations are applied to each order transaction.
• Describe the integration support to your system for your logistics carrier (UPS, FedEx, USPS, etc.)
• Describe how the majority of products available for delivery ensure a delivery schedule of 5 days or less.

17. Service Level Agreements
• Describe your platform’s uptime guarantee.
• Describe how updates are released, at what frequency, and what notifications are sent in advance to users regarding updates.
• Describe what training and documentation is offered around your system.
• Describe your technical support model, escalation procedures, time-zones, and forums for communication.

18. Central Receiving and Last Mile Distribution Fee
• ASU operates a centralized receiving warehouse that will be used for the majority of campus deliveries providing Supplier with the ability to ship in palletized bulk deliveries. While the catalog pricing resulting from this RFP should be the same for direct or palletized shipments, the University will charge a fee to the supplier for all centralized shipments in the form of a Last Mile Distribution Fee.
  (a) This fee can be added to catalog pricing charged to the Ordering Party and it can be included in the cost of goods or as a separate delivery fee.
  (b) This fee, totaling 5% of the gross funds paid to the Supplier, shall be paid directly to the Centralized Receiving Unit. This fee will apply to any and all products sold by the Supplier that are delivered to Central Receiving.

• The Fee will be calculated based on all sales transacted. The Supplier will submit the Fee, along with quarterly reports documenting all sales, to the University within 30 days following the end of each calendar quarter. Each quarterly report shall include as a minimum, all purchased goods, price paid, and quantity, by individual purchasing agency, for all sales within the calendar quarter just ended.
• Other options for last mile compensation can be discussed in your proposal, but responses should include acknowledgement of willingness to engage.

19. Miscellaneous
• Describe any significant task not listed in the Specifications/Scope of Work which are known to be necessary under the proposed agreement.
• ASU or the buying organization may add to the Specifications/Scope of Work or make changes in the Specifications/Scope of Work for services of a similar nature to those specified in this Request for Proposal as mutually agreed to at a price mutually agreed upon. The change must be approved by the Procurement Officer and a contract amendment issued by the Purchasing office to change the contract.

20. Value-Added Services
• Please provide a summary of any other value added services or programs which may contribute to the overall value of your proposal, including but not limited to:
  o Training
  o Industry partnerships
  o Support of ASU’s Charter and goals
  o Support of Sustainable development, veterans’ affairs, initiatives in support of women, wellness, and our changing regional demographics.
  o Support and enhance of ASU’s reputation as an innovative, foundational model for the New American University
  o Commitment to provide significant financial and non-financial support for the University and its signature programs.
  o Any other goods or services your company provides
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. Please reply directly underneath each item below in Section VII for ease of evaluation.

1. The proposer must provide primary and secondary contacts for this RFP along with resumes.

2. 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.

3. All key personnel proposed by the firm should have relevant experience, and be fully qualified to successfully provide the services described in the Scope of Work. Provide an organizational chart that provides organizational sections, with the section that will have responsibility for performing this project clearly noted.

4. 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.

5. The proposer must provide their white paper that describes specifications of their system/software, security measure, and other technical information that informs concisely about the complexity of their product.

6. The proposer must provide demonstrated experience in consulting and/or implementing large, scalable technology solutions at large institutions, similar to size and scope of ASU. Higher education experience is preferred similar to the size and scope of ASU.

7. The proposer should provide evidence on its ability to track and report on savings that result from purchased goods versus what a purchaser may have spent in a non-marketplace environment. The proposer should also demonstrate how it is currently more competitive than other suppliers both within and outside of the marketplace environment.

8. The proposer must provide details if their firm, or any member of their firm, has been declared in default, suspended, terminated or removed from a contract or job related to the services their firm provides in the regular course of business within the last five (5) years. If so, please explain how it was handled.

9. The proposer shall provide a Gantt chart (a preliminary project schedule) to identify the estimated timelines of the project, the roles and responsibilities between the awarded proposer and ASU, and any additional resources needed for the project. This project plan must include an installation timeline and proposed project milestones and matches as close as possible to all components outlined within Section V Specifications/Scope of Work.

10. 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. In no event is a Proposer
to submit its own standard contract terms and conditions or a previously negotiated ASU contract as its sole response to this section.

11. The proposer must provide a statement of 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. The proposer must understand and agree to ASU security assessment requirements if awarded this contract. This section is included only as reference.
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 Specifications/Scope of Work (30%)
2. Acknowledgment and acceptance of Section XII Terms and Conditions (30%)
3. Response Pricing Schedule (20%)
4. Response to Proposer Qualifications (10%)
5. Sustainability Efforts and 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.
SECTION IX – PRICING SCHEDULE

ASU and the Participant’s expectation is that there are no costs to implement or access the proposed platform, which is inclusive of, but not limited implementation, integration, licensing, maintenance, travel, etc. However, if a Proposer requires a fee for any of its services offered under this RFP, Proposer shall submit a detailed cost proposal to include all aspects of providing the scope of work associated with this Request for Proposal. If pricing is provided, provide a detailed explanation on your pricing calculation and approach; this will be necessary for ASU to understand how your pricing was established. Ensure that your strategy, metrics, assumptions, and estimates are clearly defined.

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.

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.

Central Receiving and Last Mile Distribution Fee. ASU operates a centralized receiving warehouse that will be used for the majority of campus deliveries providing Supplier with the ability to ship in palletized bulk deliveries. While the catalog pricing submitted in the RFP should be the same for direct or palletized shipments, the University will charge a fee to the supplier for all centralized shipments in the form of a Last Mile Distribution Fee. Supplier shall pay ASU a Last Mile Distribution Fee in the amount of 5% of the gross funds received by the Supplier. This fee will apply to any and all products sold by the Supplier that and are delivered to Central Receiving.

The Fee will be calculated based on all sales transacted. The Supplier will submit the Fee, along with quarterly reports documenting all sales, to the University within 30 days following the end of each calendar quarter. Each quarterly report shall include as a minimum, all purchased goods, price paid, and quantity, by individual purchasing agency, for all sales within the calendar quarter just ended.
SECTION X – FORM OF PROPOSAL/SPECIAL INSTRUCTIONS

Format of Submittal

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

1. **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

2. **One (1) “single”** continuous electronic copy (flash drive only), PC readable, labeled and no passwords.

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

4. 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. Appendix 1 – RFP Checklist/Cover Page

2. Response to Section XIII – Mandatory Certifications & Supplier Sustainability Questionnaire

3. Response to Section VII – Proposer Qualifications (Maximum 20 pages not including Exceptions, Justification and Alternate Language to Terms and Conditions, resumes, CVs, and/or Organizational Charts).

4. Response to Section V – Specifications/Scope of Work

5. Response to Section IX – Pricing Schedule

6. Confidential/Proprietary Justification Letter with Sealed documents, if applicable. Please review instructions under Section IV, page 9, item 9
SECTION XI – PROPOSER INQUIRY FORM

Pre-Proposal Questions, General Clarifications, etc.

PROJECT NAME: ______________________________________________________

PROPOSAL NUMBER: ________________________________________________

INQUIRY DEADLINE: 3:00 P.M., MST, October 31, 2019

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

DATE: __________________________

WRITER: __________________________

COMPANY: __________________________

E-MAIL ADDRESS: ___________________________________________________

PHONE: __________________________ FAX: __________________________

QUESTIONS:

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

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_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________
SECTION XII – TERMS AND CONDITIONS

ASU and the Participants will issue a Purchase Order(s) for goods and/or services awarded under this RFP.

Insurance requirements are outlined within this RFP and will be included in any resulting Purchase Order.

Each participating organization will contract separately from the resultant award of this RFP and may, at their discretion, choose to incorporate specific Arizona State University Terms and Conditions as represented below as Exhibits and in Section XII of this RFP. The following Exhibits represent specific terms and conditions for each organization. Each organization reserves the right to require additional terms through their individual contracting process.

- Exhibit A – Arizona State University Terms and Conditions
- Exhibit B – Florida State University Additional Terms and Conditions
- Exhibit C – Illinois Public Higher Education Cooperative Additional Terms and Conditions
- Exhibit D – Texas A&M University Additional Terms and Conditions
- Exhibit E – University of Washington Additional Terms and Conditions

Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed non responsive and may be rejected. All exceptions must be submitted with justification and alternate language, and MUST be submitted with the proposal.
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.

   a. Employer’s Liability in the amount of $1,000,000 injury and disease.

   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. This requirement will not apply to any contractor or subcontractor exempt under ARS § 23-901, when such contractor or subcontractor signs the Sole Proprietor Waiver Form.

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

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.
SECTION XIII – MANDATORY CERTIFICATIONS

Fillable PDF versions of mandatory certifications are at: https://cfo.asu.edu/business/do-business-asu under the Formal Solicitations tab. ORIGINAL signatures are REQUIRED for either version.

CONFLICT OF INTEREST CERTIFICATION

____________________
(Date)

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 DEBARRED LIST CERTIFICATION

Certification Regarding Other Responsibility Matters (April 2010)

_____________________
(Date)

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; (    

(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.

(D) (check one) Have (    ) or have not (    ) within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

(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) “Principal,” for the purposes of this certification, means an officer; director; owner; partner; or, person 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).

(b) The Offeror shall provide immediate written notice to the University 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 University 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 University may terminate the contract resulting from this solicitation for default.

________________________________ _________ ______________________
(Email address)   (Address)

________________________________ _________ ______________________
(Signature required)   (Phone)

________________________________ _________ ______________________
(Print name)   (Fax)

________________________________
(Print title)
ANTI-LOBBYING CERTIFICATION

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

_____________________
(Date)

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 University; and

(3) Offeror 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.

_____________________
(Email address)

_____________________
(Address)

_____________________
(Signature required)

_____________________
(Phone)

_____________________
(Print name)

_____________________
(Fax)

_____________________
(Print title)
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. Arizona State 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 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?
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. Arizona State 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 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

- Practice Green health provides basic information and tools for emissions as well:

Solid Waste

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

- Greenbiz’s comprehensive guide to reducing corporate waste:

Water Waste

- BSR’s guide on how to establish your water usage:

- EPA information about conserving water:
  - http://water.epa.gov/polwaste/nps/chap3.cfm

Packaging

- Links to get you started on sustainable packaging:

Sustainability Practices

- Ideas for alternative transportation programs:
The EPA environmentally preferable purchasing guidelines for suppliers:
  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:
http://www.epa.gov/epawaste/conserve/tools/greenscapes/index.htm
SECTION XIV – SECURITY REVIEW

Security Review
Form
Form version: 2018-10-19

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?

☐ High We don't know who is responsible for the security design of the entire system.

☐ High 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.

☐ Medium 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.
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. However the vendor has not provided evidence of compliance with the ISO language.

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)

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

<table>
<thead>
<tr>
<th>Number of Records</th>
<th>ex: 5000</th>
<th>Are direct services performed in the US?</th>
<th>ex: 5000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Yearly Addition</td>
<td>ex: 500</td>
<td>Is data stored in the US?</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Are records purged?</td>
<td>Yes/No</td>
<td>Are data or systems accessible outside the US?</td>
<td>Yes/No</td>
</tr>
</tbody>
</table>

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

Regulated Data
- PCI regulated (credit card data)
- FERPA regulated (student data)
- GDPR regulated (European Union user data)
- HIPAA regulated (health data)
ITAR (import, export, defense-related technical data or foreign students)

Other Regulated (CJIS, COPPA, GLBA, etc.)

**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.)**

- **High**
  - Sensitive data will be traveling across one or more external connections outside of the ASU data Center without any protection.

- **High**
  - 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.

- **High**
  - 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.

- **Addressed**
  - All sensitive data is encrypted as it travels over each network connection.

- **Addressed**
  - 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.)

- **Addressed**
  - This project has no sensitive data.

- **Addressed**
  - 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 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>
</tbody>
</table>
| Addressed | This question is not applicable for this project because all of the following are true:  
  - 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?

<table>
<thead>
<tr>
<th>Option</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unknown</td>
<td><strong>RESERVED FOR SECURITY ARCHITECT SELECTION ONLY.</strong> 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 &quot;Unknown&quot; because there may be systems or connections that are not reviewed because they are not detailed on the diagram.</td>
</tr>
<tr>
<td>Unknown</td>
<td><strong>RESERVED FOR SECURITY ARCHITECT SELECTION ONLY.</strong> 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 &quot;Unknown&quot; because there may be systems or connections that are not reviewed because they are not detailed on the diagram.</td>
</tr>
<tr>
<td>Addressed</td>
<td>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.</td>
</tr>
<tr>
<td>Addressed</td>
<td>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.</td>
</tr>
</tbody>
</table>

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 (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.

<table>
<thead>
<tr>
<th>Production (intended for normal use)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>QA (should be virtually identical to production)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Development (for unfinished work, programmer testing etc.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Additional information (optional)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Unknown</th>
</tr>
</thead>
<tbody>
<tr>
<td>Some new or changed servers have not yet been scanned or penetration tested.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>High</th>
</tr>
</thead>
<tbody>
<tr>
<td>A scan or penetration test reported one or more high severity issues that have not yet been addressed.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>High</th>
</tr>
</thead>
<tbody>
<tr>
<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>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Medium</th>
</tr>
</thead>
<tbody>
<tr>
<td>A scan or penetration test reported one or more medium severity issues that have not yet been addressed (but no highs).</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Addressed</th>
</tr>
</thead>
<tbody>
<tr>
<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>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Addressed</th>
</tr>
</thead>
<tbody>
<tr>
<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 <a href="#">ISO language</a>).</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).

<table>
<thead>
<tr>
<th>Option</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unknown</td>
<td>Some web sites have not yet been scanned or penetration tested.</td>
</tr>
<tr>
<td>High</td>
<td>A scan or penetration test reported one or more high severity issues that have not yet been addressed.</td>
</tr>
<tr>
<td>High</td>
<td>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).</td>
</tr>
<tr>
<td>Medium</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>Low</td>
<td>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.</td>
</tr>
<tr>
<td>Addressed</td>
<td>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.</td>
</tr>
<tr>
<td>Addressed</td>
<td>This project has no web sites.</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Option</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>High</td>
<td>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.)</td>
</tr>
<tr>
<td>Medium</td>
<td>The web site has access to sensitive data, but is not rated High.</td>
</tr>
<tr>
<td>Medium-Low</td>
<td>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.)</td>
</tr>
<tr>
<td>Low</td>
<td>The web site only has public information. Web sites in this category do not use a password.</td>
</tr>
</tbody>
</table>
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.

User Authentication

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

- **High**: 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.
- **High**: 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.

<table>
<thead>
<tr>
<th>Level</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>High</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>Medium</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>Low</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>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Level</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Addressed</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>Addressed</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>
<tr>
<td>Addressed</td>
<td>Because all data is public, no user authentication is needed. Administrator access is controlled through existing mechanisms outside the scope of this project.</td>
</tr>
</tbody>
</table>

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.</td>
</tr>
</tbody>
</table>
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.

| Addressed | The project does not have more than one server, so there is no need for servers to authenticate each other. |
| Addressed | 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>
<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.
## Status of vendor contract(s) or inclusion of ISO language

<table>
<thead>
<tr>
<th>Level</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unknown</td>
<td>Status of vendor contract(s) or inclusion of ISO language is presently unknown.</td>
</tr>
<tr>
<td>High</td>
<td>There are one or more vendors with whom we do not yet have a contract.</td>
</tr>
<tr>
<td>Medium</td>
<td>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.</td>
</tr>
<tr>
<td>Low</td>
<td>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.</td>
</tr>
<tr>
<td>Addressed</td>
<td>There is a contract with each vendor, and each contract includes current ISO language.</td>
</tr>
<tr>
<td>Addressed</td>
<td>This project has no vendor involvement.</td>
</tr>
</tbody>
</table>

### 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?**

<table>
<thead>
<tr>
<th>Level</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>High</td>
<td>There are no backups of some or all systems that are relied upon to store data.</td>
</tr>
<tr>
<td>Medium</td>
<td>Backups are being made, but the ability to fully restore after a total data loss has not been tested.</td>
</tr>
<tr>
<td>Low</td>
<td>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.</td>
</tr>
<tr>
<td>Addressed</td>
<td>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.</td>
</tr>
<tr>
<td>Addressed</td>
<td>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.</td>
</tr>
</tbody>
</table>

### Additional information (optional)

---

For the following question, your project has "Mission Critical" components if any of the following are true:

1. [ ] There are one or more vendors with whom we do not yet have a contract.
2. [ ] 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.
3. [ ] There is a contract with each vendor, and each contract includes current ISO language.
4. [ ] This project has no vendor involvement.

---

**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 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>Option</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. (Projects with Mission Critical components should choose one of the other answers.)</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:

**Logging and Alerting**

Please see ASU System Audit Requirements Standard 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
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>HIGH</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>Addressed</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>

**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?

<table>
<thead>
<tr>
<th>Level</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>High</td>
<td>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.</td>
</tr>
<tr>
<td>Medium</td>
<td>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.</td>
</tr>
<tr>
<td>Low</td>
<td>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.</td>
</tr>
<tr>
<td>Addressed</td>
<td>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</td>
</tr>
</tbody>
</table>
administrators and users cannot be tricked into installing a malicious update.

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?**

<table>
<thead>
<tr>
<th>Status</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unknown</td>
<td>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.</td>
</tr>
<tr>
<td>High</td>
<td>One or more software components used within this project have no SDLC.</td>
</tr>
<tr>
<td>Medium</td>
<td>An SDLC exists, but it is not written, it is not routinely followed, or it does not include security controls.</td>
</tr>
<tr>
<td>Low</td>
<td>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.</td>
</tr>
<tr>
<td>Addressed</td>
<td>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.</td>
</tr>
</tbody>
</table>

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?**

<table>
<thead>
<tr>
<th>Status</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>High</td>
<td>No vulnerability scanning or penetration testing has been conducted</td>
</tr>
<tr>
<td>High</td>
<td>One or more components of new software (other than web sites) have not been vulnerability scanned or penetration tested.</td>
</tr>
</tbody>
</table>
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>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-in-the-middle to inject a script to...</td>
</tr>
</tbody>
</table>
Users are not allowed to use essential features of the site if they protect themselves by disabling JavaScript.

<table>
<thead>
<tr>
<th>Risk Rating</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<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.
Upon award, the successful Proposer(s) is expected to submit a Security Architecture Diagram.

How to Create a Security Architecture Diagram Revised 2016-05-27

This describes how to make a Security Architecture Diagram for a security review.

Here is the information you will need to gather to create a Security Architecture Diagram:

- Identify each role your new system will support. A role is a group of users who can all do pretty much the same things. For example your system may offer one collection of services to students and other services to faculty. These are two roles. Roles may also depend on the type of device being used. For example if mobile devices use an "app" instead of using the web site provided for desktop users, you probably have a mobile users role and a desktop users role, although different descriptions may be more applicable.
  - Don't leave out the administrators. The administrator role is an important part of system maintenance, and privileged roles are an attractive hacker target.

- Identify each endpoint in the system. Each role will be an endpoint, and each type of server is also an endpoint. Endpoints include any device that sends or receives data. But if there are multiple devices that perform the same operation, they can be represented as a single endpoint. For example, we don't need to distinguish each end user computer when they all do the same thing. Similarly, if there is a cluster of identical servers doing the same thing, that's one endpoint.

- Identify each connection between endpoints. If data is moving, there must be a connection to carry it. But unlike a data flow diagram, what matters here is not which way the data flows (it might be both ways) but which endpoint initiates the connection. Usually a connection is requested by a client (for example, your web browser) and accepted by a server (the web site). The server is listening for connections, usually on a predefined port.

- If you make backups, that is yet another data flow from one endpoint to another. How does the data get there? Show the connection if it is network based, or describe the physical security if sensitive data is moved by hand (e.g. backup tapes to a vault).

- For each server, determine what IP address and/or Fully Qualified DNS hostname will be used by the server, and on what port(s) it will be listening. What protocol is being used to communicate over each connection? Is the data protected in transit? How do the endpoints of the connection authenticate each other? (How do they verify that they have connected to the correct endpoint?)

You are now ready to start making your drawing.
• Choose a symbol to represent the endpoints. Typically this is a box, but it could be something else. Draw a box (if that’s your choice) for each endpoint. Again, that would be one box to represent all the users who share a single role, and another box for each server (or group of identical servers). If different users connect to different servers, that would be a distinct endpoint. Don’t forget the users! The system can’t work without them.

• Label endpoints that are permanent (e.g. servers) with their IP address and/or Fully Qualified DNS hostname*. Users, of course, come and go all the time, and their IP address or name doesn’t matter.

• Choose a symbol to represent the connections. Typically this is a line, but it could be something else. Draw a line (or whatever) from each endpoint to each other endpoint with which it communicates.

• Choose a symbol to identify which end of the connection is the client and which end is the server. Remember that the server is passively listening on a port for requests, and the client is initiating those requests. You could represent this, for example, by an arrowhead on the server end of the line, indicating that the client sends a connection request to the server.

• Near the server end of the connection, identify the port number on which the server is listening.

• Indicate the communication protocol used by the connection. For example, a web site may use the http or https protocol. Even for public sites, https is preferred.

• Describe, on the diagram or elsewhere, what type of data is flowing along each connection. Is it confidential? Regulated? If the data is sensitive, describe how it is protected in transit. For example, is it encrypted? Using what type of encryption? Describe any controls to limit who or what can connect and fetch the information.

• If there is confidential or sensitive data, describe how it is protected at each endpoint of the connection. Is it encrypted at rest? If so, how? Is the endpoint protected by a firewall? If so, what does the firewall block or allow? Is the data viewed but not stored (e.g. by a client) so that secure storage is a non-issue?

*See https://en.wikipedia.org/wiki/Fully_qualified_domain_name

Summary

So for each server (anything that accepts connections) you should have:
• Fully Qualified DNS name and/or IP address
• Description of what it is or what it does (web server? database?)

For each connection you should have:
• Port number where the server is listening
- Protocol (http, ssh...)
- Sensitivity of data flowing across that connection
- Protection of data flowing across that connection, if it is not public (encryption? what type?)
- If the server authenticates the client, how? (User ID and password?)
- If the client authenticates the server, how? (For example https uses a server certificate signed by a known certificate authority, which the client can verify.)

Additional Info

It may also help to distinguish existing endpoints, to which you will merely connect, from new endpoints that will be created as part of your project.

It may also help, if it is not obvious, to briefly describe the role or purpose of certain endpoints. For example: web server, database server, normal user, administrative user -- don’t forget to show them too if they use different connections! Use consistent and unique names throughout; don’t call it the “data server” here and “MySQL server” somewhere else and “repository” a third place.

It is not necessary to show disk drives that are physically within a single server. However network shares are most likely part of a file server, and the file server should also be shown as a distinct endpoint.

When you are done, save your diagram in a format that will open on other types of computers (e.g. pdf) for people who may not have your software.

EXAMPLES:
The diagram need not be colorful. Although this diagram (below) is very simple, it conveys all the requested information. Visual appeal can be beneficial, but the factual information is what really matters.
## APPENDIX 1 – RFP CHECKLIST/COVER PAGE

This Appendix 1 is required at the front of your proposal and completed in its entirety. The following documents are required for this proposal (please mark off each document to acknowledge that you have submitted the document in the proper order and format):

<table>
<thead>
<tr>
<th></th>
<th>Section 1</th>
<th>RFP Checklist/Cover Page, Mandatory Certifications, &amp; Supplier Sustainability Questionnaire.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Section 2</td>
<td>Proposer Qualifications, Section VII (Maximum 20 pages not including resumes, CVs, and/or Organizational charts).</td>
</tr>
<tr>
<td></td>
<td>Section 3</td>
<td>Response to the Specifications/Scope of Work, Section V.</td>
</tr>
<tr>
<td></td>
<td>Section 4</td>
<td>Response to Price Schedule, Section IX.</td>
</tr>
<tr>
<td></td>
<td>Section 5</td>
<td>Exceptions to Terms and Conditions, Section XII</td>
</tr>
<tr>
<td></td>
<td>Section 6</td>
<td>Confidential/Proprietary Justification Letter with Sealed documents, if applicable. Section IV, page 9, item 9.</td>
</tr>
</tbody>
</table>

In addition, the proposer must provide their review and acknowledgement of the following documents provided in this RFP (please mark off each document to acknowledge that you have reviewed the below documents in the RFP)

<table>
<thead>
<tr>
<th></th>
<th>RFP 342001 (PDF Document)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>All RFP Addendums (PDF Document)</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Firm (CO.) Name</th>
<th>By (Signature)</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
<th>Email Address</th>
<th>Phone #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The parties to the Purchase Order will be bound by the ASU Terms and Conditions effective on the date the purchase order is received. The ASU Terms and Conditions are available at ASU Standard Terms and Conditions.

**ASU Terms and Conditions Amendment:** Unless and until the District Court's injunction in Jordahl v. Brnovich et al., Case No. 3:17-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S.35-393.01 (A)) is unenforceable and the State will take no action to enforce it. Offers will not be evaluated based on whether this certification has been made.
Public Records Access. FSU may immediately cancel this Contract in the event Contractor refuses reasonable public access to all documents, papers, letters, or other materials made or received by Contractor in conjunction with this Contract, unless the reports are exempt from Section 24(e) of Article I of the Florida Constitution or Section 119.07(1), Florida Statutes.

Public Records, Contract for Services. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 645-0637, mflury@fsu.edu, Office of General Counsel, Florida State University, 222 South Copeland Street, Suite 424, Westcott Building, Tallahassee, FL 32306-1400. To the extent that Contractor meets the definition of “Contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Contractor must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, regulation, or accounting oversight body.

(d) Meet all requirements for retaining public records and transfer, at no cost to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If Contractor does not comply with a public records request, FSU shall enforce the contract provisions in accordance with the contract.

Equal Opportunity. Contractor must at all times during the term of the contract be in compliance with all federal, state and local laws, rules and regulations relating to the nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without race, creed, color, sex, religion, national origin, age, disability, veterans’ or marital status, sexual orientation, gender identity, gender expression, or any other protected group status and the implementing rules and regulations prescribed by the Secretary of Labor are incorporated herein. The applicable sections, rules and regulations referenced above are hereby incorporated into the terms and conditions of this Contract.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), (or for construction contractors, 41 CFR § 60-4.3(a)), 60-300.5(a) and 60-741.5(a), and Executive Order 11246, as amended. 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, sexual orientation, gender identity, 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 the aforementioned protected groups.

Confidentiality of Information, Non-Disclosure. Each party acknowledges that its employees may, in the performance of the Contract come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party will use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with either party unless required by law, regulation, or accounting oversight body. If Contractor is exposed to FSU’s confidential information, Contractor will keep such information confidential and will act in accordance with any guidelines and applicable laws (such as FERPA and the Gramm-Leach Bliley Act). Confidential information shall not include information that is public record pursuant to Florida law (Florida Statutes Chapter 119), and FSU will respond to public records requests without any duty to give Contractor prior notice. This provision shall survive termination of the Contract. If Contractor is providing software, FSU may create and return a copy of the software and related documentation for back up and disaster recovery purposes, and for archival purposes for use after the Contract is terminated or expires.

Florida Single Audit. Where applicable, in the event that the recipient expends a total amount of state financial assistance equal to or exceeding $750,000 in any fiscal year of such recipient, the recipient shall be required to have a state single or program-specific audit for such fiscal year in accordance with the requirements of Section 215.97, F.S. and the applicable rules of the Florida Department of Financial Services and the Florida Auditor General. The recipient shall, as a condition of receiving state financial assistance, allow the state awarding agency, the Department of Financial Services and the Auditor General access to the recipient’s records and independent auditor’s working papers as necessary for complying with Section 215.97, F.S.

Payment Contingent Upon Appropriation (Federal and State Funding). FSU’s performance and obligation to pay under a contract is contingent upon an annual appropriation by the Legislature of the State of Florida and/or the allocation of funds through Federal grant programs and no liability on account thereof shall be incurred by FSU beyond monies available for this purpose. If this contract is funded by the federal government, Supplier is subject to compliance with the standards and requirements with all applicable federal acquisition regulations. In the event that the Florida State Governor and Cabinet are required to impose a mandatory reserve on appropriations, FSU shall amend the contract or PO to place in reserve the amount determined by FSU to be necessary because of the mandatory reserve. Such amendments may provide for adjustments in the deliverable products and services as may be necessary.

Public Entity Crime. In accordance with Section 287.133(2)(a), Florida Statutes, and FSU Procurement Regulation 2.015, FSU may not purchase commodities or contractual services from a person or affiliate who has been convicted of a public entity crime and has been placed on the State of Florida’s convicted vendor list for a period of 36 months from the date of being added to the convicted vendor list. Supplier warrants that they are not on the convicted Supplier list for a public entity crime committed within the past 36 months.

Marks, Names, Logos, Designations. The Supplier is not authorized to use the names, symbols, emblems, designs, colors, uniforms, logos, designations and other proprietary marks of FSU in connection with advertising, merchandising, promotion and sale of products or services without the prior written approval from FSU.
Payment Terms and Conditions

1. Late payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable (30 ILCS 540; 74 Ill. Adm. Code 900). This shall be Vendor’s sole remedy for late payments by the University. Payment terms contained on Vendor’s invoices shall have no force or effect.

2. Minority Contractor Initiative: The State Comptroller requires a fee of $15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative for contracts paid with State funds. Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 or the Illinois Procurement Code (30 ILCS 500) of $1,000 or more, other than statewide master contracts, is required to pay a fee of $15. The State Comptroller shall deduct the fee from the first check issued to the Vendor under any contract resulting from this solicitation.

3. Expenses: The University will not pay for supplies provided or services rendered, or expenses incurred prior to the execution by the Parties of any resulting contract even if the effective date of the contract is prior to execution.

4. Prevailing Wage: Certain services require vendors to pay prevailing wage rates. See Section 8 for Supplemental Terms and Conditions. If applicable, and as a condition of receiving payment, Vendor must pay its employees prevailing wages in the locality in which the work is to be performed. Vendor shall provide a copy of the certified payroll on request. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements. The prevailing rates of wages are determined by the Illinois Department of Labor and are available on the Department’s official website: http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx.

5. Federal Funds: For purchases funded in whole or in part by Federal funds, the solicitation will identify the federal agency providing the funds, the name of the fund and contact information where interested parties can obtain requirements for contracting in relation to those funds. (44 Ill. Adm. Code 4.2005(w))

6. Availability of Appropriation (30 ILCS 500/20-60): Any resulting contract is contingent upon and subject to the availability of funds. The University, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation. If funds needed are insufficient for any reason, the University has discretion on which contracts will be funded.

7. Assignment and Subcontracting: Any resulting contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the University. For purposes of this section, subcontractors are those specifically hired by the Vendor to perform all or part of the work covered by the contract. Vendor shall describe the names and addresses of all subcontractors to be utilized by Vendor in the performance of the resulting contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to a subsequent contract. Vendor shall notify the University in writing of any additional or substitute subcontractors hired during the term of a resulting contract, and shall supply the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. All subcontracts must include the same certifications and disclosures that Vendor must make as a condition of this solicitation.

8. Audit / Retention of Records: Vendor and its subcontractors shall maintain books and records relating to the performance of the resulting contract or subcontract and necessary to support amounts charged to the University. Books and records, including information stored electronically, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the
contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for a minimum of five years after completion of work. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the University for the recovery of any funds paid by the University under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor’s books and records (30 ILCS 500/20-65).

9. **Time is of the Essence**: Time is of the essence with respect to Vendor’s performance of any resulting contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the University.

10. **No Waiver of Rights**: Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party’s right to exercise or enforce that or other rights in the future.

11. **Force Majeure**: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.

12. **Confidential Information**: Each Party to any resulting contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under that contract. Vendor shall presume all information received from the University or to which it gains access pursuant to this solicitation and resulting contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all confidential data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party’s possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party’s confidential information.

13. **Freedom of Information Act**: This solicitation and any resulting contract and all related public records maintained by, provided to, or required to be provided to the University are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in the resulting contract. (5 ILCS 140)

14. **Use and Ownership**: All work performed or supplies created by Vendor under any resulting contract, whether written documents, data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the University is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the University all right, title, and interest in and to such work including any related intellectual property rights, and waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor
acknowledges the University may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of the executed contract.

15. **Indemnification and Liability:** The Vendor shall indemnify and hold harmless the University, its Board of Trustees, the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys’ fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor’s negligent performance; or (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

16. **Insurance:** Vendor shall, at all times during the term and any renewals, maintain and provide upon request a Certificate of Insurance naming the University and its Board of Trustees as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days’ notice has been provided to the University. Vendor shall provide at a minimum: (a) General Commercial Liability-occurrence form in amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, in amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage); and (c) Worker’s Compensation Insurance in amount required by law. Insurance shall not limit Vendor’s obligation to indemnify, defend, or settle any claims.

17. **Independent Contractor:** Vendor shall act as an independent contractor and not an agent or employee of the University.

18. **Solicitation and Employment:** Vendor shall not employ any person employed by the University during the term of any resulting contract to perform any work under the contract. Vendor shall give notice immediately to the University’s president or designee if Vendor solicits or intends to solicit University employees to perform any work under any resulting contract.

19. **Background Check:** Whenever the University deems it reasonably necessary for security reasons, the University may require background checks of Vendor’s and subcontractor’s officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the University, does not pass the background checks.

20. **Applicable Law:** Any resulting contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights’ Equal Opportunity requirements are incorporated by reference (44 Ill. Admin. Code 750). Any claim against the University arising out of a contract must be filed exclusively with the Illinois Court of Claims. (705 ILCS 505/8) The University does not waive sovereign immunity by entering into a resulting contract. The official text of cited statutes is incorporated by reference.

21. **Compliance with the Law:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all licenses and permit requirements in the performance of the subsequent contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of any resulting contract.

22. **Anti-Trust Assignment:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the University rights, title and interest in and to the claim or cause of action.
23. **Contractual Authority**: The University that signs the resulting contract shall be the only State entity responsible for performance and payment under the contract. If the Chief Procurement Officer, State Purchasing Officer, or authorized designee approves the contract prior to execution by a university, he / she does so as approving officer and shall have no liability, personal or otherwise, to Vendor.

24. **Notices**: Notices and other communications shall be given in writing by registered or certified mail with return receipt requested, by receipted hand delivery, or by courier (UPS, Federal Express or other similar and reliable carrier) showing the date and time of successful receipt. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

25. **Modifications and Survival**: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this solicitation and any resulting contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties’ intent. All provisions that by their nature would be expected to survive, shall survive termination.

26. **Performance Record / Suspension**: Upon request of the University, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The University may consider Vendor’s performance under any resulting contract and compliance with law and rule to determine whether to continue the contract, whether to suspend Vendor from doing future business with the University for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

27. **Schedule of Work**: Any work performed on University premises shall be done during the hours designated by the University and performed in a manner that does not interfere with the University, its personnel, or related operations.

**Warranties for Supplies and Services**

28. Vendor warrants that the supplies furnished under any resulting contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the University or furnished by the Vendor and agreed to by the University, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party.

29. Vendor shall insure that all manufacturers’ warranties are transferred to the University and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the University’s payment, acceptance, inspection, or failure to inspect the supplies.

30. Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who does not perform in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or University policies.

31. Vendor agrees to reimburse the University for any losses, costs, damages or expenses, including without limitation, reasonable attorney’s fees and expenses arising from failure to meet such warranties.

**Reporting**

32. Vendor shall immediately notify the University of any event that may have a material impact on Vendor’s ability to perform the contract.
33. By August 31 of each year, Vendor shall report to the University the number of qualified veterans and certain ex-offenders hired during Vendor’s last completed fiscal year. (30 ILCS 500/45-67 & 45-70) Vendor may be entitled to employment tax credit for hiring individuals in those groups. (35 ILCS 5/216, 5/217)
EXHIBIT D – TEXAS A&M ADDITIONAL TERMS AND CONDITIONS

Texas A&M University-Commerce and Texas A&M System

HUB Policy and HUB Subcontracting Requirements

It is the policy of Texas A&M University-Commerce to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors, and purchasing transactions. The goal of the HUB program is to promote equal access and equal opportunity in Texas A&M University-Commerce contracting and purchasing.

HUB Subcontracting Plan (Required if Subcontractors will be used during Services)

Subcontracting opportunities are anticipated for this RFP; therefore a HUB Subcontracting Plan (HSP) is required. In the event that the RESPONDENT determines a subcontractor(s) will be used, the RESPONDENT WILL BE required to make a good faith effort and complete the State of Texas HUB Subcontracting Plan found at: http://www.window.state.tx.us/procurement/prog/hub/hub-forms/

FAILURE TO SUBMIT A COMPREHENSIVE, ACCEPTABLE HUB SUBCONTRACTING PLAN (only if subcontractors will be used by the RESPONDENT for these services) WILL BE CONSIDERED A MATERIAL FAILURE TO COMPLY WITH THE REQUIREMENTS OF THE RFP AND WILL RESULT IN REJECTION OF THE RESPONSE.

Please contact Texas A&M University-Commerce’s Chief Procurement Officer, Mr. Travis Ball, at Travis.Ball@tamuc.edu for assistance with completion of requirements as stated.

Payment

Payment will be made upon submittal and approval of a valid invoice. The University shall make payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the State of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice.

Public Information

(a) Vendor acknowledges that Texas A&M University-Commerce is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

(b) Upon Texas A&M University-Commerce’s written request, Vendor will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to Texas A&M University-Commerce in a non-proprietary format acceptable to Texas A&M University-Commerce. As used in this provision, “public information” has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which Texas A&M University-Commerce has a right of access.

(c) Vendor acknowledges that Texas A&M University-Commerce may be required to post a copy of the fully executed Agreement with Section 2261.253(a)(1), Texas Government Code.
(d) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to the resultant agreement and the RESPONDENT agrees that the agreement can be terminated if the RESPONDENT knowingly or intentionally fails to comply with a requirement of that subchapter.
TERMS AND CONDITIONS

Definitions.

“Contract” is as described in Paragraph 1 of these Terms & Conditions. “Contractor” or “Vendor” is the individual or entity designated as the “Vendor” on the Purchase Order. “Fully Executed” means signed by both parties in writing or through electronic means that would be deemed a signature under the Federal Uniform Electronic Transactions Act and under the laws of the State of Connecticut. “Purchase Order” is a document so titled on letterhead of UConn. The term “Purchase Order” does not include any documents not on letterhead of UConn. “Good” or “good” is any tangible object that is movable as of the date of the Contract, which object is designated for purchase in a Purchase Order. The term includes, without limitation, software licensed by a Vendor. “Service” or “service” is the performance of any activity by a Vendor other than the sale and delivery of a Good, which activity is designated for purchase in a Purchase Order. The term includes, without limitation, the installation of goods and the provision of Subscriptions. “Purchase” is a purchase of Goods or Services by UConn. “Subscription” is a right to access property (such as data or a SaaS solution) of the Vendor. “UConn” or “University” is all campuses and schools of the University of Connecticut, including UConn Law and UConn Health. “UConn Affiliates” is any UConn employee, student, agent, counsel, auditor, or representative. UConn’s independent contractors and research partners (meaning, an individual or entity providing funding or resources for UConn research) shall also be UConn Affiliates, provided that any such contractor or partner may only use software or Subscriptions hereunder for the purposes of its engagement with UConn.

1. Contract. The Contract is composed of the following documents, which shall govern in the following order of priority: (i) Any document Fully Executed by UConn and the Vendor that governs the Purchase, (ii) the Purchase Order, (iii) these Terms & Conditions, and (iv) any other documents referenced in the Purchase Order. Any documents or terms and conditions linked to, referenced, or incorporated into documents described in (iv), are not included in the Contract and shall have no force or effect.

2. Additional Terms. All terms and conditions other than those in the Contract are expressly rejected. The formation of a binding contract between the parties is expressly conditioned on the parties’ agreement to the Contract and on the rejection of all terms and conditions not included in the Contract. No act or omission of UConn and/or its employees shall be deemed acceptance by UConn of any terms or conditions not included in the Contract nor shall any such act or omission otherwise effectuate a contract between UConn and the Vendor on terms and conditions other than those in the Contract.

3. Additional Software and Subscription Terms. The Vendor shall not require any user of a Good or Service to enter into a separate agreement (including a “click-through” or “shrink-wrap” agreement) as a condition of such user exercising the rights of the University; provided, however, that the Vendor may require a user to acknowledge those limitations on use that UConn and the Vendor have agreed to in the Contract. Any agreement purported to be entered into by such a user that is inconsistent with the preceding sentence shall have no force or effect between the user and the Vendor and/or between UConn and the Vendor. The provisions of this paragraph may not be modified or abrogated by any act or omission of a user.
4. **Delivery, Title, Risk of Loss of Goods.** This paragraph shall apply to the extent the Contract requires the Vendor to deliver goods to UConn. Delivery of goods shall be FOB destination to UConn, provided that title and risk of loss shall pass to UConn when goods have been actually received, installed (if required under the Contract), and accepted by UConn at the destination specified by UConn. Acceptance for the purposes of the preceding sentence does not limit UConn’s right to reject goods or services pursuant to Paragraphs 5 and 6 hereof. The Vendor assumes full responsibility for packing, crating, marking, transporting and liability for loss or damage in transit, notwithstanding any agreement by UConn to pay freight, express, or other transportation charges. The Vendor is responsible for confirming, before delivery, that all doorways, hallways, elevators, room sizes, service access spaces, and utilities are adequate to facilitate delivery and, if installation is required under the Contract, installation.

5. **Inspection of Goods.** UConn shall have a reasonable inspection period, but in any event not less than thirty days, after receipt of a Good or, if installation is required under the Contract, installation, to inspect and test such Good or installation. In the event UConn reasonably determines during such period that a Good or installation fails to conform to industry standards or the requirements of the Contract, UConn may reject the Good. In the event of such rejection, the Vendor shall reinstall or uninstall the Good (which election shall be made by UConn) and UConn may return the Good, all at no cost to UConn. UConn shall not be obligated to make any payments under the Contract unless and until (i) UConn determines that the Good and installation meet industry standards and the standards of the Contract or (ii) the inspection period expires without UConn notifying the Vendor of a non-conformity. No action or inaction of UConn shall be deemed acceptance of a Good supplied in excess of those ordered or of a Good that fails to conform to industry standards or the Contract.

6. **Inspection of Services.** UConn shall have a reasonable inspection period, but in any event not less than thirty days, after completion of a Service (other than installation of a Good described in Section 5) to evaluate such Service. For the purposes of the preceding sentence only, a Subscription is completed when access is provided to UConn. In the event UConn reasonably determines during such period that a Service fails to conform to industry standards or the requirements of the Contract, UConn may reject the Service and, at UConn’s option, the Vendor shall re-perform the Service. UConn shall not be obligated to make any payments under the Contract unless and until (i) UConn determines that the Service meets industry standards and the standards of the Contract or (ii) the inspection period expires without UConn notifying the Vendor of a non-conformity. No action or inaction of UConn shall be deemed acceptance of a Service that fails to conform to industry standards or the Contract.

7. **Installation and Clean-Up.** When the Vendor is obligated to install, assemble, set up and/or configure a product as part of the Purchase, the Vendor shall perform that work with the skill of an expert regularly performing the applicable work. The Vendor will remove all packing materials and rubbish from University premises associated with the services.

8. **Payment Terms.** Any payments due to the Vendor under the Contract shall be paid within the time period specified in the Purchase Order; provided that, unless otherwise provided in the Contract, (i) such time period shall be no less than thirty (30) days and (ii) such time period shall be calculated from the latest of (1) the date the invoice is received by UConn; (2) the expiration of any Inspection Period; and (3) the date all goods covered by a Contract are properly received by UConn, all services required under a Contract are complete, and/or UConn is granted proper access to all software covered by a Contract, as the case may be. UConn may withhold payment in whole or in part for goods or services found by UConn to be defective, untimely,
unsatisfactory, or otherwise not conforming to the Contract, or not in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations.

9. **Payment of Expenses.** To the extent the Contract provides that UConn will reimburse the Vendor for expenses, such such reimbursement shall only be due to the extent expenses were approved by UConn in advance and to the extent reimbursable under, and otherwise incurred in accordance with, the then-governing UConn policy. The current version of such policy is published on the UConn Travel Services website located at [http://www.travel.uconn.edu](http://www.travel.uconn.edu). The Vendor shall provide UConn with such evidence of actual costs incurred as the University may reasonably request.

10. **Invoices.** Invoices shall be in a form reasonably acceptable to UConn and shall include such information as UConn may reasonably request. Without limiting the foregoing, each invoice shall contain UConn Purchase Order number against which such invoice is submitted. UConn shall not be obligated to make payments on invoices that are not in such form and/or that do not contain such information.

11. **Performance, Generally.** The Vendor shall perform the services to UConn’s reasonable satisfaction and in a manner consistent with the standard of care and skill of an expert regularly rendering services of the type required by the Contract and with applicable state and federal law.

12. **Ownership and Use.**
   a. **Work Product.** Without limiting any other rights granted to UConn under the Contract, the Vendor hereby grants to UConn the right to use any work product of the Vendor provided to UConn pursuant to this Contract for the purposes for which such work product is intended.
   b. **Liens.** Title to the goods purchased under this Contract shall pass to UConn as provided in Section 4. All goods to be so conveyed will be free and clear of any and all encumbrances of any kind.
   c. **Software.** Without limiting any other rights granted to UConn under the Contract, by providing software (including software or other intellectual property that may be installed on a good delivered to UConn) to UConn, the Vendor shall be deemed to have granted to UConn a perpetual non-exclusive license to (i) use the applicable such software for its internal, educational, and/or research purposes and (ii) allow UConn Affiliates to use such software for UConn’s internal purposes and/or for educational and research purposes.
   d. **Access.** Without limiting any other rights granted to UConn under the Contract, by providing a Subscription to UConn, the Vendor shall be deemed to have granted to UConn the right to (i) use such Subscription for its internal, educational, and/or research purposes and (ii) allow UConn Affiliates to use such Subscription for UConn's internal purposes and/or for educational and research purposes.
   e. **Ownership Warranty.** The Vendor represents and warrants that the Vendor holds all rights necessary to convey to the University the rights and interests described in this Paragraph 12.

13. **Warranties and Representations of the Vendor.**
   a. **Acknowledgement.** The Vendor acknowledges that UConn is relying on the representations and warranties contained in (without limitation) this Section 11 as essential elements to the Contract, representing material inducements without which UConn would not have entered into the Contract.
   b. **General Product Warranty.** The Vendor represents and warrants that all goods and services provided under the Contract are, or will be: (i) new and unused (unless otherwise specified in the Contract); (ii) free from defects in material and workmanship; (iii) of the quality, size, dimension and specifications ordered; (iv) meet the highest performance and manufacturing
specifications as described in documents or writings made available by the Vendor to the public or UConn; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); (vi) are not restricted in any way by patents, copyrights, trade secrets, security interest, lien, or any other encumbrances or rights of third parties, and (vii) shall have been properly stored, labeled, handled and shipped by Vendor. Without limiting the foregoing, upon UConn’s request, the Vendor shall sign all documents pertinent to assign to UConn any applicable third party warranties.

c. Qualifications. The Vendor warrants that it, as well as its employees, agents and subcontractors engaged to provide the Goods or Services under the Contract, has and will maintain all the necessary skills, experience, and qualifications, including any required training, registration, certification or licensure.

d. Conflict of Interest. The Vendor warrants that, to the best of the Vendor’s knowledge, there exists no actual or potential conflict of interest that would forbid the Vendor from entering into this Contract under laws or regulations of the United States or the State of Connecticut (including, without limitation, Section 1-84(i) of the Connecticut General Statutes).

e. Good Standing. The Vendor warrants that it is a legally organized entity in good standing under the laws of the state of its organization and, where required, in good standing under the laws of the State of Connecticut.

f. Authority and Non-infringement. The Vendor warrants that (i) it has the right and authority to provide the University with the goods and services provided to the University under the Contract and to convey to the University the right to use the same for its intended purpose or for such additional purposes as may be described in the Contract and that (ii) the University’s use of the products, processes, techniques and methodologies provided by the Vendor or developed by the Vendor shall not infringe upon the copyright, patent or other proprietary rights of others.

g. Eligibility for State Contract. The Vendor represents and warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with the Federal government, recipients of Federal grants or contracts, or the State of Connecticut or any agency thereof.

14. Termination.

a. Termination for Convenience. UConn may terminate the Contract in whole or in part for its sole convenience upon ten (10) days’ prior written notice.

b. Termination for Cause. Either party may terminate the Contract if the other party is in material breach of the Contract and the breaching party has not cured such breach to the non-breaching party’s reasonable satisfaction within ten (10) days following the non-breaching party’s delivery of written notice of the breach to the breaching party.

c. Effect of Termination. Upon receipt of written notice of termination of the Contract by UConn, the Vendor shall, unless otherwise provided in such notice, immediately stop all work (including shipment of goods) and cause its suppliers and/or subcontractors to cease their work related to the Contract. In no event shall Vendor be paid for costs incurred or support services performed in violation of the preceding sentence.

d. Post-Termination. Upon termination, the parties shall do as follows, which obligations shall survive termination: (i) the Vendor will deliver to UConn, in a format agreed upon by the parties, any work product (including works in progress) requested by UConn; (ii) to the extent requested by UConn, the Vendor will deliver to UConn (or, upon UConn’s request, destroy and certify as to their destruction) any materials provided by UConn to the Vendor; and (iii) UConn will then pay, within thirty (30) days of the later of termination and the Vendor’s fulfillment of its preceding obligations, amounts due under Paragraph 12.e.

e. Payment Upon Termination. In the event of termination for convenience by UConn and/or by the Vendor as a result of a breach by UConn, UConn shall pay the Vendor, subject to Paragraph 7 and 12.c hereof, for (i) Services properly performed prior to termination and (ii)
Goods for which title has, pursuant to Paragraph 4 hereof, transferred to UConn prior to termination. In the event of termination by UConn as a result of a breach by the Vendor, UConn shall pay the amounts that would be due under the preceding sentence, less any amounts in dispute and/or any costs incurred, or that are likely to be incurred (including, without limitation, the excess cost of re-procuring similar goods or Services; shipping charges for any items UConn may at its option return to the Vendor, including items already delivered, but which UConn is unable to use for the intended purpose because of the Vendor’s default; and amounts paid by UConn for any item for which title has passed to UConn but that fails to meet the requirements of the Contract), as a result of the Vendor’s breach.

15. **Damage to UConn.** The provisions of this Section shall survive termination and expiration of the Contract.
   a. **Indemnification.** The Vendor shall indemnify and hold harmless the State of Connecticut, including any agency or official of the State of Connecticut, from and against all costs, claims, damages, or expenses, including reasonable attorney’s fees, arising from the negligent acts or omissions of the Vendor, any subcontractor of the Vendor, or any other individual or entity proving goods or services under the Contract.
   b. **Damage to UConn Property.** The Vendor shall be responsible for the costs of repairing any damage to the buildings, grounds, or other equipment, furnishings, or property of UConn arising from the acts or omissions of the Vendor, any subcontractor of the Vendor, or any other individual or entity proving goods or services under the Contract. At UConn’s sole discretion, UConn may permit the Vendor to effect such repairs in lieu of paying UConn the foregoing costs.

16. **Force Majeure.** If the Vendor’s performance is rendered impossible or hazardous or is otherwise prevented or impaired due to sickness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Vendor or University; then each party’s obligations to the other under the Contract shall be excused and neither party shall have any liability to the other under or in connection with the Contract. For the purposes of this document, a declaration of a state of emergency by the Governor of the State of Connecticut shall constitute a condition beyond the reasonable control of the University.

17. **Conflicting Provisions.** Unless contained in a document with higher priority than these Terms & Conditions under Paragraph 1 of these Terms & Conditions, any provision of the Contract or in any documentation conveyed between the parties shall be of no force and effect to the extent inconsistent with the provisions of this Paragraph 17.
   a. The Vendor does not disclaim any warranties that are implied warranties under applicable law, including, without limitation, the implied warranty of merchantability, the implied warranty of fitness for a particular purpose, and implied warranties of title and against infringement.
   b. The Vendor affirms, and does not disclaim, any warranties that would be express warranties under applicable law.
   c. UConn shall not be required to maintain the confidentiality of any information received by UConn from the Vendor or that UConn otherwise received as a result of the Subject Purchase.
   d. Neither UConn, nor the State of Connecticut waives any rights or defenses of sovereign immunity, which it may have had, now has, or will have, with respect to all matters arising out of the Contract and the Subject Purchase. The sole and exclusive means for the presentation of any claim against UConn or the State of Connecticut arising from this the Contract or the Subject Purchase shall be in accordance with Chapter 53 of the Connecticut
General Statutes (Claims Against the State). The Vendor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

e. For purposes of illustrating Paragraph 15.d only, and without limiting Paragraph 15.d, UConn will not be responsible (i) to defend, indemnify, or hold the Vendor harmless from any costs, losses, damages, liabilities, expenses, demands, or judgments or (ii) for the acts or omissions of third parties.

18. Compliance.

a. Applicable Law. The Vendor shall comply with all laws, regulations, and orders from authorized individuals or entities applicable to the Vendor and to the Vendor’s provision of Services under the Contract and the Vendor’s provision, delivery, and installation of goods under the Contract.

b. UConn Policies, Generally. The Vendor shall, at no additional cost to the University, comply with all policies and procedures of the University. Current policies are available at http://policy.uconn.edu/ and include, without limitation, the University’s smoking policy available at http://policy.uconn.edu/2011/06/02/smoking/. In the event the University establishes new policies or procedures following issuance of a Purchase Order, or makes modifications to policies or procedures in existence at the time of such issuance, the Contractor shall comply with such new or modified policies or procedures upon written notice.

c. Hazardous Substances. The Vendor shall comply with all applicable federal, state, and local environmental health and safety regulations, including the requirements of the University of Connecticut’s Environmental, Health, and Safety (EHS) Requirements for Construction, Service, and Maintenance Contractors, a current version of which is available at http://www.ehs.uconn.edu/ppp/Contractor_EHS_Manual.pdf.

d. Vendor Code of Conduct. In furtherance of its longstanding commitment to fundamental human rights, to the dignity of all people, and to the environment, the University has developed the Code of Conduct for University of Connecticut Vendors (the “Vendor Code of Conduct”). The Vendor hereby acknowledges receipt of the Vendor Code of Conduct. A copy of the Vendor Code of Conduct is available at http://csr.uconn.edu/. The Vendor Code of Conduct is hereby incorporated herein by reference to the extent the Contractor is required to comply with the same pursuant to this section. The Vendor agrees to comply with the “Principal Expectations” described in the Vendor Code of Conduct. The Vendor further agrees to comply with the “Preferential Standards” described in the Vendor Code of Conduct, to the extent a commitment to so comply, or a representation of compliance, was provided by the Vendor to the University in writing. Any such commitment or representation is hereby incorporated herein by reference. The Vendor agrees to provide the University with such evidence of the Vendor’s compliance with this section as the University reasonably requests and to, at the request of the University, provide a comprehensive, annual summary report of the Vendor’s corporate social and environmental practices.

e. Background Checks. The Vendor warrants that it will not assign any employee, independent contractor or agent to perform services under the Contract on property owned, leased, or used by the University unless that employee, independent contractor or agent has completed a background check and is deemed suitable by vendor for performing such services on a college campus attended and inhabited by students. The background check must minimally include criminal conviction information for the past seven years, a check of the national and state sex offender registries and a social security number verification. In conducting such background check, the Vendor shall comply with all applicable federal and state laws. All fees associated with the background checks shall be the responsibility of the Vendor. The Vendor shall provide UConn with the results of any background check required hereunder if so requested by UConn. The Vendor shall immediately remove any employee,
independent contractor or agent performing services under the Contract: (i) if it becomes
known to the Vendor that such person may be a danger to the health or safety of the
campus community or (ii) at the request of the University, based on a concern of community
or individual safety. Without limiting the other obligations of the Vendor under the Contract,
the Vendor shall defend, indemnify and hold harmless the State of Connecticut, the
University of Connecticut and all of their employees, agents and/or assigns for any claims,
suits or proceedings resulting from a breach of the foregoing warranty and/or that are
caused in whole or in part by the actions or omissions of the Vendor, its employees, or other
persons that the Vendor causes to be on the property.

f. Ethics and Compliance Hotline. In accordance with the University’s compliance program,
the University has in place an anonymous ethics and compliance reporting hotline service –
1-888-685-2637. Any person who is aware of unethical practices, fraud, violation of state
laws or regulations or other concerns relating to University policies and procedures can
report such matters anonymously. Such persons may also directly contact the University’s
compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084,
Storrs, CT 06269-5084; Phone 860-486-4526; Fax 860-486-4527. As a provider of goods
and/or services to the University, you are hereby required to notify your employees, as well
as any subcontractors, who are involved in the implementation of the Contract, of this
reporting mechanism.

g. SOC Reports. The Contractor shall submit to the University annually the Service
Organization Controls (SOC) reports for the Vendor known as SOC 1, SOC 2, and SOC 3, if
the Vendor has such reports in its possession.

h. Independent Contractor. It is expressly understood that the Vendor is an independent
contractor and not the agent, partner, or employee of UConn. The Vendor and its personnel
are not employees of UConn and are not entitled to tax withholding, Worker’s
Compensation, unemployment compensation, or any employee benefits, statutory or
otherwise. The Vendor shall not have any authority to enter into any contract or agreement
to bind UConn and shall not represent to anyone that the Vendor has such authority.

i. Use of UConn Name and Marks. Except as expressly authorized in the Contract, Vendor is
not permitted to use any UConn name or mark without prior written approval of UConn’s
Office of Trademark Licensing or such other UConn official as UConn may designate.
“University mark” is herein defined as all registered marks to UConn’s name (past or
present), abbreviations, symbols, emblems, logos, mascot, slogans, official insignia,
uniforms, landmarks, or songs. Vendor agrees to comply with UConn’s trademark licensing
program concerning any use or proposed use by Vendor of any of UConn marks on goods,
in relation to services, and/or in connection with advertisements or promotion of Vendor or
its business. Prior to any use of a University mark by Vendor (or its affiliates or successors
or assigns), Vendor will submit the proposed use of the University mark, together with a
sample or specimen of the intended use, to the University’s Office of Trademark Licensing
for approval. Such permission to use the mark as may be granted pursuant to the terms of
this Contract shall terminate at the expiration of this Contract.


   a. Statutory Authority. The Contract is entered into pursuant to the University’s authority under
Sections 4a-52a, 10a-104, 10a-108, 10a-109d, 10a-109n, and/or 10a-151b, as applicable.

   b. Governing Law. The Contract shall be construed in accordance with and governed by the
laws of the State of Connecticut, without regard to its conflict of laws principles.

   c. Equal Opportunity. The University is an equal opportunity employer.

   d. Sovereign Immunity and Claims. (i) The parties acknowledge and agree that nothing in the
Contract shall be construed as a waiver by the State of Connecticut or the University of any
rights or defenses of sovereign immunity, which it may have had, now has, or will have with
respect to all matters arising out of the Contract. To the extent that this provision conflicts
with any other provision of the Contract, this provision shall govern. (ii) The Vendor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University of Connecticut arising from the Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Vendor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

e. **Executive Orders.** The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor’s request, the University shall provide a copy of these orders to the Vendor.

f. **Whistleblowing/Large State Government Contract.** If the Vendor is a large State contractor, the Vendor will comply with the provisions of Section 4-61dd of the Connecticut General Statutes, as may be revised. “Large State contract” and “Large State contractor” will have the same meanings as set forth in Section 4-61dd (g) of the Connecticut General Statutes, as may be revised. Each contract between a State or quasi-public agency and a large State contractor will provide that, if an officer, employee, or appointing authority of a large State contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of Section 4-61dd of the Connecticut General Statutes, the contractor will be liable for a civil penalty of not more than five thousand dollars ($5,000.00) for each offense, up to a maximum of twenty per cent (20%) of the value of the contract. Each violation will be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation will be deemed to be a separate and distinct offense. The executive head of the State or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty. Each large State contractor will post a notice of the provisions of Section 4-61dd relating to large State contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

g. **Certifications.** If required under applicable Connecticut law, Vendor shall sign and deliver to UConn (i) the following forms, which are available at [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038): notarized Gift and Campaign Contribution Certificate (OPM Form 1), and Consulting Agreement Affidavits (OPM Form 5), Affirmation of Receipt of State Ethics Laws Summary (OPM Form 6), Iran Certification (OPM Form 7) and (ii) a non-discrimination certification available at [http://www.ct.gov/opm/cwp/view.asp?q=390928&opmNav_GID=180](http://www.ct.gov/opm/cwp/view.asp?q=390928&opmNav_GID=180). Vendor shall update such non-discrimination certification and OPM Form 1 annually.

h. **Non-Discrimination.**

(a) For purposes of this Section, the following terms are defined as follows:
i. “Commission” means the Commission on Human Rights and Opportunities;

ii. “Contract” and “contract” include any extension or modification of the Contract or contract;

iii. “Contractor” and “contractor” include any successors or assigns of the Contractor or contractor;

iv. “Gender identity or expression” means a person’s gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person’s physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person’s core identity or not being asserted for an improper purpose.

v. “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

vi. “good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

vii. “marital status” means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;

viii. “mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association’s “Diagnostic and Statistical Manual of Mental Disorders”, or a record of or regarding a person as having one or more such disorders;

ix. “minority business enterprise” means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. § 32-9n; and

x. “public works contract” means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms “Contract” and “contract” do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).
(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
(2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Contractor’s commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

(c) Determination of the Contractor’s good faith efforts shall include, but shall not be limited to, the following factors: The Contractor’s employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance
with Conn. Gen. Stat. § 46a-56 as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers’ representative of the Contractor’s commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.


For all State contracts as defined in C.G.S. § 9-612 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission’s notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in “Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations” reprinted below.
NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

This notice is provided under the authority of Connecticut General Statutes §9-612(f)(2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly solicit contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to $2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these
prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to $2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than $5,000 in fines, or both.

**CONTRACT CONSEQUENCES**

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to “Lobbyist/Contractor Limitations.”

**DEFINITIONS**

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state
contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or
charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee. “Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

20. Insurance. The types of insurance required under Paragraphs (a)-(c) of this Section shall not be required (notwithstanding Section 1 of these Terms & Conditions) if explicitly excluded elsewhere in the Contract. The coverage levels required under such Paragraphs shall not apply (notwithstanding Section 1 of these Terms & Conditions) if conflicting coverage levels are provided elsewhere in the Contract. The Vendor shall secure and pay the premium or premiums of the following policies of insurance with respect to which minimum limits are fixed in the schedule set forth below. Each such policy shall be maintained in at least the limit fixed with respect thereto, and shall cover all of the Contractor’s operations hereunder, and shall be effective throughout the term of this Contract and any extension thereof. It is not the intent of this schedule to limit the types of insurance required herein. The insurance coverage listed in the following, is in accordance with the State of Connecticut Insurance and Risk Management Board requirements.

a. Commercial General Liability
   - Each Occurrence $1,000,000
   - Products/Completed Operations $1,000,000
   - Personal and Advertising Injury $1,000,000
   - General Aggregate $2,000,000

   The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Contract.

b. Business Automobile Liability: Minimum Limits for Owned, Scheduled, Non Owned, or Hired Automobiles with a combined single limit of not less than $1,000,000 per occurrence.

c. Professional Services Liability Insurance: Contractor will furnish evidence, by way of a certificate of insurance, that it has obtained a professional services liability insurance policy with $2,000,000.00 minimum coverage for negligent errors and omissions. If any claims are made against its professional services liability insurance policy, Contractor agrees to purchase additional insurance in order to maintain the minimum coverage of $2,000,000.00. For policies written on a “Claims Made” basis, Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. Contractor will contractually require any professional services firm it hires to maintain professional liability insurance in the same amount and with the same provisions indicated above.

d. Workers’ Compensation and Employer’s Liability: As required under state law.

e. All policies of insurance provided for in this Section shall be issued by insurance companies with general policyholder’s rating of not less than A- and a financial rating of not less than Class VIII as rated in the most current available A.M. Best Insurance Reports and be licensed to do business in the State of Connecticut.

f. All required insurance policies will contain a provision that coverages will not be changed, cancelled, or non-renewed until at least thirty (30) calendar days prior written notice has been given to UConn. Each insurance policy will state that the insurance company agrees to
investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance. Such insurance policies, other than statutory workers' compensation and employers' liability insurance and professional liability insurance, will name the State of Connecticut, the University of Connecticut, their officers, officials, employees, agents, boards and commissions as additional insured. Certificates of insurance showing such coverages as required in this Section will be filed with UConn upon request.

   a. **Retention.** The Vendor shall keep all records relating to the Contract until the later of three (3) years after final payment is made and six (6) months after settlement of any disputes.
   b. **Audit.** The Vendor shall permit, and shall cause its subcontractors or consultants to permit, the University its authorized representatives to inspect and audit all data, records and files pertaining to the Contract. The first inspection of the Vendor, any such subcontractor, and any such consultant shall each be at no cost to UConn. UConn will reimburse the Vendor for any reasonable costs incurred by the Vendor for subsequent inspections.
   c. **Freedom of Information.** Nothing in the Contract shall in any way limit the ability of UConn to comply with its reasonable interpretation of any laws or legal process concerning disclosures by public bodies. The parties acknowledge that any responses, materials, correspondence or documents provided to UConn are subject to the State of Connecticut Freedom of Information Act ("FOIA") and may be released to third parties in compliance with UConn’s reasonable interpretation of such Act.

22. Miscellaneous.
   a. **Assignees.** The Contract shall inure to the benefit of, and bind, the parties and their respective successors and permitted assigns. The Vendor may not assign its rights or obligations pursuant to the Contract without UConn’s prior written consent. UConn shall be deemed to have consented to an assignment if UConn issues a Purchase Order, or an amended Purchase Order, to the assignee.
   b. **Sales Tax Exemption.** In accordance Conn. Gen. Stat. §12-412(1) (A), UConn is exempt from local, state, and federal excise taxes.
   c. **Notices.** All notices, demands and other communications under the Contract shall be made in writing and shall be deemed given or made as follows, in each case to the location specified in the Purchase Order: (i) as of the date of electronic facsimile or email (with confirmed receipt); (ii) when delivered to the United States Postal Service, on the third day following the deposit with the United States Postal Service, certified mail, return receipt requested, postage prepaid; and (iii) when delivered to a nationally or internationally recognized overnight delivery service guaranteeing delivery within a period of twenty-four (24) hours, receipt obtained and charges prepaid.
   d. **Waiver.** Any waiver of the provisions of the Contract or of a party’s rights or remedies under the Contract must be in writing to be effective. Failure by a party to enforce any of its rights or remedies under the Contract will not be construed as a waiver.
   e. **Severability.** If any provision of the Contract conflicts with the law under which the Contract is to be construed or if any such provision is held unenforceable by a court of competent jurisdiction (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law and (ii) the remaining provisions of the Contract shall remain in full force and effect.


If the Purchase is placed under a United States government grant, in addition to Items 1 to 22 listed above, this order is subject to the provisions contained in 2 CFR PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT

If the Purchase is placed under a United States government contract, in addition to Items 1 to 22 listed above, this order is subject to the following Federal Acquisition Regulations and/or appropriate equivalent agency supplemental regulations or attachments hereto hereby incorporated by reference with the same effect as if they were fully set forth;

Where necessary to the context of the referenced FAR clauses, the term “contractor” shall mean “SELLER,” the term “contract” shall mean this “Purchase Order,” and the term “contracting officer” and equivalent phrases shall mean “BUYER.” The applicable dollar amount listed below indicates the dollar threshold at which the subject FAR clause becomes applicable to the contract and does not preclude other applicable FAR clauses.

Copies of the FAR clauses applicable to the contract will be made available to the SELLER upon written request or you may visit the either of the following websites: acquisition.gov/?q=browsefar or farsite.hill.af.mil/.

The following FAR clauses are applicable to all purchase orders placed under Federal Contracts:

- 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008). Prescribed in 25.1103(a)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007). Prescribed in 27.201-2(b)
- 52.227-1 Authorization and Consent (DEC 2007). Prescribed in 27.201-2(a)(1)
- 52.230-6 Administration of Cost Accounting Standards (JUN 2010). Prescribed in 30.201-4(d)
- 52.204-2 Security Requirements (AUG 1996). Prescribed in 4.404(a) – For contracts involving access to information classified as “Confidential,” “Secret,” or “Top Secret.”
- 52.227-14 Rights in Data—General (MAY 2014). Prescribed in 27.409(b)(1)
- 52.222-26 Equal Opportunity (SEP 2016). Prescribed in 22.810(e)
52.222-50 Combating Trafficking in Persons (MAR 2015). Prescribed in 22.1705(a)(1)

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006). Prescribed in 47.507(a)


52.204-21 Basic Safeguarding of Covered Contractor Information Systems (JUN 2016). Prescribed in 4.1903


52.215-23 Limitations on Pass-Through Charges (OCT 2009). Prescribed in 15.408(n)(2)


52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997). Prescribed in 23.303 – For contracts involving hazardous materials

**FAR clauses applicable to all purchase orders over $2,500 placed under Federal Contracts**

52.222-41 Service Contract Labor Standards (MAY 2014). Prescribed in 22.1006(a)


**FAR clauses applicable to all purchase orders over the Micropurchase Threshold as defined in FAR 2.101 placed under Federal Contracts**

52.222-3 Convict Labor (JUN 2003). Prescribed in 22.202

**FAR clauses applicable to all purchase orders over $15,000 placed under Federal Contracts**

52.222-20 Contracts for Materials, Supplies, Articles, and Equipment Exceeding $15,000 (MAY 2014). Prescribed in 22.61

**FAR clauses applicable to all purchase orders over $35,000 placed under Federal Contracts**

52.209-6 Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015). Prescribed in 9.409

**FAR clauses applicable to all purchase orders over $150,000 placed under Federal Contracts**


52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014). Prescribed in 22.1408(a)
• 52.222-37 Employment Reports on Veterans (FEB 2016). Prescribed in 22.1310(b)

**FAR clauses applicable to all purchase orders over Simplified Acquisition Threshold (SAT) as defined in FAR 2.101 placed under Federal Contracts**

• 52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006). Prescribed in 3.503-2

• 52.219-8 Utilization of Small Business Concerns (NOV 2016). Prescribed in 19.708(a)

• 52.203-3 Gratuities (APR 1984). Prescribed in 3.202

• 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010). Prescribed in 22.1605

**FAR clauses applicable to all purchase orders over $500,000 placed under Federal Contracts**

• 52.222-59 - Compliance with Labor Laws (Executive Order 13673) (DEC 2016). Prescribed in 22.2007(c) ***threshold is $50 million until 4/24/17

• 52.222-60 - Paycheck Transparency (Executive Order 13673) (OCT 2016). Prescribed in 22.2007(d)

**FAR clauses applicable to all purchase orders over $700,000 ($1,500,000 for construction contracts) placed under Federal Contracts**

• 52.219-9 Small Business Subcontracting Plan (JAN 2017). Prescribed in 19.708(b)

• 52.219-16 Liquidated Damages—Subcontracting Plan (JAN 1999). Prescribed in 19.708(b)(2)  
FAR clauses applicable to all purchase orders over $750,000 placed under Federal Contracts

• 52.214-26 Audit and Records—Sealed Bidding (OCT 2010). Prescribed in 14.201-7(a)(1) – For solicitations and contracts established by sealed bidding

• 52.215-13 Subcontractor Certified Cost or Pricing Data—Modifications (OCT 2010). Prescribed in 15.408(e)

• 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data— Modifications (OCT 2010). Prescribed in 15.408(m)

• 52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (OCT 2010). Prescribed in 15.408(l)

• 52.215-11 Price Reduction for Defective Certified Cost or Pricing Data-Modifications (AUG 2011). Prescribed in 15.408(c)

• FAR clauses applicable for all Federal Contracts over $5,500,000 and performance period is 120 days or more

• 52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015). Prescribed in 3.1004(a)
In addition to the above applicable FAR clauses, the following FAR clauses are applicable to all purchase orders for Non-Commercial Items and/or Services placed under Federal Contracts

- 52.227-11 Patent Rights—Ownership by the Contractor (MAY 2014). Prescribed in 27.303(b)(1)

FAR clauses applicable to all purchase orders for Non-Commercial Items and/or Services over $150,000 placed under Federal Contracts

- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010). Prescribed in 3.808(b)
- 52.222-4 Contract Work Hours and Safety Standards —Overtime Compensation (MAY 2014). Prescribed in 22.305

FAR clauses applicable to all purchase orders for Non-Commercial Items and/or Services over the Simplified Acquisition Threshold (SAT) as defined in FAR 2.101 placed under Federal Contracts

- 52.203-5 Covenant Against Contingent Fees (MAY 2014). Prescribed in 3.404
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014). Prescribed in 3.104-9(b)
- 52.223-6 Drug-Free Workplace (MAY 2001). Prescribed in 23.505
- 52.247-63 Preference for U.S.-Flag Air Carriers (JUN 2003). Prescribed in 47.405
- 52.203-16 Preventing Personal Conflicts of Interest (DEC 2011). Prescribed in 3.1106

FAR clauses applicable to all purchase orders for Non-Commercial Items and/or Services over $750,000 placed under Federal Contracts

- 52.215-12 Subcontractor Certified Cost or Pricing Data (OCT 2010). Prescribed in 15.408(d)
- 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011). Prescribed in 15.408(b)
EXHIBIT F – UNIVERSITY OF WASHINGTON ADDITIONAL TERMS AND CONDITIONS

UNIVERSITY OF WASHINGTON GENERAL TERMS AND CONDITIONS

1. DEFINITIONS – As used throughout this Contract, the following terms shall have the meaning set forth below:
   a. “Contract” means purchase order and/or the entire written agreement between the UW and the Contractor, including any exhibits, Riders, and other materials incorporated by reference.
   b. "The Contractor" means that firm, provider, organization, individual or other entity providing goods and/or performing service(s) under this Contract.
   c. “Contractor Group” means, collectively, the Contractor and all Subcontractors.
   d. “Debarment” means an action taken by a federal official to exclude a person or business entity from participating in transaction involving certain federal funds.
   e. “Improper Influence” means any influence that induces or intends to induce a UW employee or officer to give special consideration or award a Contract on any basis other than the merits of the matter.
   f. “Materials” means all information in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and sound reproductions.
   g. “Ownership” includes the right to copyright, patent, and register, and the ability to transfer, these rights.
   h. “RCW” means the Revised Code of Washington. All reference in this Contract to RCW chapters or sections shall include any successor, or replacement statute.
   i. “Regulation” means any federal, state, local, or UW regulation, law, rule, or ordinance.
   j. “Rider” means additional terms and conditions, other than General Terms and Conditions that address a specific UW requirement based on the scope and nature of Work.
   k. “Subcontract” means any separate agreement or contract between the Contractor and an individual or entity (“Subcontractor”) to perform all or portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
   l. "Subcontractor" means one not in the employment of the Contractor, and/or entity that owns or controls, is owned or controlled by, or is under common ownership or control of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor, and/or any person or entity appointed by or on behalf of the Contractor to carry out any portion of the Work. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier. Control for the context of this paragraph, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting security, by contract, or otherwise.
   m. "UW" means the University of Washington, any division, section, office, unit, or other entity of the University of Washington, or any of the officers or other officials lawfully representing the University of Washington.
   n. “Work” refers to all services, work, and activities involved in providing the materials, work product deliverables, or other obligations that are the subject of the Contract.

2. ACCESSIBILITY - Contractor represents that it is committed to promoting and improving accessibility of all its products as specified in the University of Washington IT Accessibility Guidelines (https://uw.edu/accessibility/guidelines), and will remain committed throughout the term of this Contract. If the Products and Services are not in conformance with all applicable federal and state disability laws, policies, and regulations as of the Effective Date, Contractor shall use reasonable efforts to update the Products and Services so as to be in conformance therewith. In the event any issues arise regarding Contractor’s compliance with applicable federal or state disability laws, policies and regulations, University may send communications to Contractor as specified who will assign a person with accessibility expertise to reply to University within two (2) business days.

3. ADVANCE PAYMENTS PROHIBITED – No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by the UW except as authorized by law.

4. AMENDMENTS –
   a. This Contract may be amended by mutual agreement of the parties. No material alterations in any of the terms, conditions, delivery, price, quality, quantity or specifications shall be effective unless the alteration
is expressly acknowledged and accepted in writing by the UW.

b. Automatic extensions and renewals are not authorized unless stated in writing and included in Contract issued by the UW.

5. **ANTITRUST ASSIGNMENTS** – The Contractor hereby assigns to the UW any and all claims for price fixing or overcharges relating to goods, products, services and/or materials purchased under this Contract, except as to overcharges that result from antitrust violations commencing after the price is established under this Contract and that are not passed on to the UW under an escalation clause.

6. **ASSIGNMENT** – The work to be provided under this Contract, and any claim arising thereunder, is not assignable or delegable by the Contractor without prior written consent by the UW. Provision of monies due under this Contract shall only be assignable with prior written permission of the UW.

7. **ATTORNEYS’ FEES** – In the event of litigation or other action brought to enforce contract terms, each party shall bear its own attorney’s fees and costs.

8. **BREACH, DEFAULT, TERMINATION**
   a. Breach: A breach of a term or condition of this Contract shall mean any one or more of the following events:
      i. The Contractor fails to perform the services by the date required or by a later date as may be agreed to in a written amendment to this Contract signed by the UW;
      ii. The Contractor breaches any warranty or fails to perform or comply with any term or agreement in this Contract;
      iii. The Contractor makes any general assignment for the benefit of creditors;
      iv. In the UW’s sole opinion, the Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder;
      v. The Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors;
      vi. Any receiver, trustee, or similar official is appointed for the Contractor or any of the Contractor’s property;
      vii. The Contractor is determined to be in violation of any regulations and that such determination, in the UW’s sole opinion, renders the Contractor unable to perform any aspect of this Contract.
   b. Default: The Contractor may be declared in default for a material breach of any term or condition.
   c. Termination for Convenience: The UW may terminate this Contract, in whole or in part, at any time and for any reason by giving thirty (30) calendar days written notice to the Contractor. Termination charges shall not apply unless they are mutually agreed by both parties. Where termination charges are applicable, both parties agree to negotiate in good faith and to limit the extent of negotiations to valid documented expenses incurred by the Contractor prior to date of termination. Should the parties not agree to a satisfactory settlement, the matter shall be handled in accordance with Section 17 (“Dispute Resolution”).
   d. Termination for Breach and/or Default: Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the Contractor or the Contractor’s suppliers or subcontractors, the UW shall be entitled, by written or oral notice, to cancel and/or terminate this Contract in its entirety or in part for breach and/or for default of any of the terms herein and to have all other rights against the Contractor by reason of the Contractor’s breach as provided by law.
   e. Termination Due to Change in Funding: If the funds the UW relied upon to establish this Contract are withdrawn, reduced or limited, or if additional or modified conditions are placed on funding by the entity funding the UW, the UW may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice.
   f. Termination by Mutual Agreement: The UW or the Contractor may terminate this Contract in whole or in part, at any time, by mutual agreement.

9. **COMPLIANCE WITH APPLICABLE LAW** – At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state and local laws and regulations, including but not limited to, nondiscrimination laws and regulations. To the extent that Contractor will provide performance to any UW Medicine entity, Contractor agrees to comply with all UW Medicine Compliance policies and the UW Medical Center Corporate
Compliance Plan. Any violation of this section shall be considered a material breach of this Contract. Contractor agrees to indemnify and hold the UW harmless from any and all damages or claims caused by Contractor’s failure to comply with law.

10. COMPLIANCE WITH FEDERAL CIVIL RIGHTS LAW—The Contractor and Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity 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, sexual orientation, gender identity, national origin, protected veteran status or disability.

11. CONFIDENTIALITY – The Contractor may use information gained by reason of this Contract only for the purpose of this Contract. The Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law. The Contractor shall maintain the confidentiality of all confidential information gained by reason of this Contract and shall return or certify the destruction of such information if requested in writing by the UW.

12. CONFLICT OF INTEREST – Notwithstanding any determination by the Executive Ethics Board or other tribunal, the UW may, in its sole discretion, by written notice to the Contractor terminate this Contract if it is found after due notice and examination by the UW that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any similar statute involving the Contractor in the procurement of this Contract, or the provision of goods or services under this Contract. If this Contract is terminated as provided herein, the UW shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Contract by the Contractor. The rights and remedies of the UW provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

13. COPYRIGHT AND INTELLECTUAL PROPERTY PROVISIONS – Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the UW. The UW shall be considered the author of such Materials. If the Materials are not considered “works for hire” under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the UW effective from the moment of creation of such Materials. For Materials that are delivered under this Contract, but that incorporate pre-existing materials not produced under this Contract, the Contractor grants to the UW a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to the UW. The UW shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any Materials delivered under this Contract. The UW shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

14. COVENANT AGAINST CONTINGENT FEES – The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents, as defined in the FAR Subpart 3.4, maintained by the Contractor for the purpose of securing business. The UW shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage, or contingent fee.

15. DELIVERY – Delivery shall be accomplished by the date and time in the applicable purchase order or contract document. Noncompliance may be construed as grounds for termination for cause for failure to deliver on time.

16. DISPUTE RESOLUTION – If a dispute arises out of or relates to this Contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation or some other dispute resolutions procedure.

17. FEDERAL EXCLUSION AND DEBARMENT – The Contractor, by accepting the terms of this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions. The Contractor shall include
the above mentioned requirement in any and all Subcontracts in which it enters. In the event that the Contractor becomes debarred, suspended or ineligible from participating in transactions, the Contractor shall notify the UW in writing within three (3) working days of an event. To the extent that the Contractor will provide performance to any UW Medicine entity, Contractor hereby represents and warrants that Contractor is not currently, and at no time has been sanctioned, debarred, suspended, or excluded by any federally funded healthcare program, including without limitation, Medicare and Medicaid. Contractor hereby agrees to immediately notify UW of any threatened, proposed, or actual sanctions, debarment action, suspension, or exclusion by or from any federally funded health care program during the term of this Contract.

18. FORCE MAJEURE – Neither the Contractor nor the UW shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either the Contractor or the UW. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of a governmental body other than the UW acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of the Contractor, the UW, or their respective Subcontractors.

19. GOVERNING LAW – This Contract shall be interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for King County.

20. INDEMNIFICATION – The Contractor shall indemnify, defend, and hold the UW, the Board of Regents of the UW, and their officers, employees, students, and agents harmless from and against all claims for damages, costs (including attorney’s fees), or liability, relating to the death or injury to any persons or the damage of any property resulting from or arising out of the acts or omissions of the Contractor or its employees, agents, or Subcontractors in connection with this Contract. The Contractor expressly agrees to indemnify, defend, and hold harmless the UW for any claim arising out of or incident to the Contractor’s or any Subcontractor’s performance or failure to perform this Contract. The Contractor shall be required to indemnify, defend and hold harmless the UW only to the extent claim is caused in whole or in part by negligent acts or omissions of the Contractor. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify the UW, the Board of Regents of the UW, and their officers, employees, students and agents as provided herein.

21. INDEPENDENT CONTRACTOR – The parties intend that an independent contractor relationship is created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the UW. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the UW or of the State of Washington by reason hereof, or act as attorney in fact, nor will the Contractor make any claim of right, privilege or benefit that would accrue to such employee. Conduct and control of the work will be solely with the Contractor.

22. INFRINGEMENTS – The Contractor agrees to defend, indemnify, and hold harmless the UW against all claims for patent, copyright, or franchising infringements arising from the purchase, installation, or use of material ordered under this Contract, and to assume all expense and damage arising from such claims.

23. INSURANCE—If the Contractor’s performance under this Contract will involve Work falling into any of the categories enumerated within this section, Contractor shall maintain, during the performance of this Contract, all relevant types of insurance in amounts equal to or exceeding those listed below. Upon request, Contractor shall, prior to the commencement of Work under this Contract, provide the UW Procurement Services Department, at 4300 Roosevelt Way NE, Seattle, WA 98105-4718, or other University unit identified in Contract, with a certificate of insurance evidencing proof of insurance coverage, and shall name the Board of Regents of the UW as an additional insured. All insurance policies shall contain an appropriate severability of interests clause. UW reserves the right to require additional types of insurance, and/or higher insurance limits, as circumstances require. Contractor shall provide appropriate proof of insurance under this section upon request, regardless of type or amount. Upon request, Contractor shall submit to UW within fifteen (15) days of the Contract effective date, a certificate of insurance that outlines the coverage and limits defined in this section. Contractor shall submit renewal certificates as appropriate during the term of the Contract. Contractor shall maintain insurance of at least the following types and amounts:

   For service contracts in which Contractor will perform a significant portion of the Work under this Contract on the UW Campus, within UW facilities, in contact with UW employees or students, or upon request, Contractor shall maintain Commercial General Liability Insurance, and provide proof of such upon request,
in the following amounts:

- $2,000,000 per occurrence
- $3,000,000 aggregate
- $100,000 damage to premises

b. Automobile Liability Insurance.
For Contracts including services delivered pursuant to this Contract involving the use of vehicles, either owned, unowned, or hired by the Contractor, Contractor shall maintain Automobile Liability Insurance, and provide proof of such, in the following amount:

- $1,000,000 per occurrence; owned, unowned, and hired vehicles shall be covered;
- Contractor may provide Combined Single Limit for bodily injury and property damage.

c. Professional Liability/Errors and Omissions Insurance.
For services delivered pursuant to this Contract, either directly or indirectly that involve or require professional services, skill, and/or judgment, or upon request, Contractor shall maintain Professional Liability/Errors and Omissions Insurance, and provide proof of such upon request, in the following amounts:

- $2,000,000 per claim
- $3,000,000 aggregate

For Contracts under this subsection, the provision of Professional Liability/Errors and Omissions Insurance shall replace the Contractor’s obligation to maintain and provide proof of Commercial General Liability Insurance.

d. Foreign Liability Insurance
For services provided under this Contract which will be performed outside of the United States or upon request, Contractor shall maintain the following types and levels of insurance and provide proof of such upon request:

- International Commercial General Liability coverage with a limit of at least $5,000,000 per occurrence including products/completed operations coverage;
- International voluntary workers’ compensation coverage per statutory requirements;
- International automobile liability insurance with limits of at least $1,000,000 per occurrence;

24. LIENS, CLAIMS AND ENCUMBRANCES – The Contractor warrants and represents that all materials, equipment, or services delivered herein are free and clear of all liens, claims, or encumbrances of any kind.

25. LIMITATION OF LIABILITY – The UW shall not be liable to the Contractor or to any Subcontractor, regardless of the form of action, for any consequential, incidental, indirect, or special damages, or for any claim or demand based on a release of information, or patent, copyright, or other intellectual property right infringement. This section does not modify any specific agreement regarding liquidated damages or any other conditions expressly agreed elsewhere between the parties.

26. ORDER IDENTIFICATION – All invoices, packing lists, packages, shipping notices, and other written documentation affecting any goods delivered under this Contract shall contain the applicable order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this Contract indicating the contents therein. Invoices will not be processed for payment until all items invoiced are received. Shipments received without order numbers may be refused at the Contractor’s expense.

27. ORDER OF PRECEDENCE – In the event of any inconsistencies or conflicting terms and conditions in this Contract, such inconsistency or conflict shall be resolved by giving precedence in the following order: any negotiated Contract between the UW and Contractor; federal flow down terms and conditions (if applicable); federal, state, or local laws or regulations. The Contractor’s terms proposed are rejected unless otherwise provided in writing by the UW Procurement Services Department.

28. MISCELLANEOUS FEES/CHARGES - The UW reserves the right to short pay invoices that include unidentified or miscellaneous fees and charges not included in Contractor’s quote, proposal, or contract with the UW. Miscellaneous fees/charges may include, but are not limited to: tariffs, special handling or packaging, fuel surcharge, compliance charge, paper invoice fee, merchant bank fee, energy surcharge, additional time fee.

29. PAYMENT, PAYMENT METHOD, PROMPT PAYMENT DISCOUNT – The UW shall not process invoices for payment, and the period of computation for prompt payment discount will not commence, until the UW receives a properly completed invoice or receives and accepts invoiced items, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the prompt payment discount period shall
commence on the date final approval for payment is authorized. If the UW fails to make a timely payment, the Contractor may invoice for a minimum of $1 or maximum of 1% per month on the amount overdue (RCW 39.76.011). Payment shall not be considered late if a check, warrant or electronic transmittal notice has been mailed or issued within the time specified, or, if no terms are specified, within thirty (30) days from date of receipt of a properly completed invoice or goods, whichever is later. The UW shall not honor drafts nor accept goods on a sight draft basis. The UW utilizes a Bank of America ePayables payment method for purchase order transactions. Contractor shall accept payment via this method. More information about the ePayables process can be found at http://f2.washington.edu/fm/ps/epayables. All invoices must be submitted in accordance with instructions provided with the order, whether verbal or written. Contractors enabled in Ariba and receiving orders via the Ariba network, must submit invoices via the Ariba network. Failure to comply with order and invoicing instructions may be considered a breach of Contract.

30. PROPRIETARY INFORMATION/PUBLIC RECORDS – The Contractor must clearly identify any material such as, but not restricted to, valuable formulae, design, drawing, and research data claimed to be exempt from public records request, as allowable by law (RCW 42.56.270), along with a statement of the basis for such claim of exemption. Pricing and entire bid packages are not considered proprietary and are subject to public record requests. The UW will give notice to the Contractor of any request for disclosure of such information. Failure to so label such materials or to timely respond after notice of request for public disclosure has been given shall be deemed a waiver of any claim that such materials are, in fact, exempt.

31. PUBLICITY – The Contractor shall not mention, imply or utilize UW name and/or logo or other marks in any publicity matters, regardless of media format, without the prior written consent of the UW.

32. RECORD MAINTENANCE AND RIGHT OF INSPECTION – The Contractor shall maintain, at no additional cost, all records and other materials relevant to this Contract for a period of six (6) years, in accordance with Chapter 40.14 RCW following the date of termination or expiration of this Contract. At no additional cost, these records shall be subject at all reasonable time to inspection, review or audit by the UW, personnel duly authorized by the UW, and any representatives of the Washington State Government, including the Office of the State Auditor, and/or the Federal Government, including but not limited to, the Comptroller General, or any authorized representative of the General Accounting Office (GAO), so authorized by statute, regulation or this Contract. Contractor shall provide reasonable access to all such records, upon request, including, but not limited to, any access to Contractor’s facilities necessary to examine these records during the period specified in this section. If any litigation, claim, or audit is initiated before the expiration of the six (6) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

33. REJECTION – All goods or materials purchased herein are subject to approval by the UW. Any rejection of goods or materials resulting from nonconformity to the terms, conditions, or specifications of this Contract, whether held by the UW or returned, will be at the Contractor’s risk and expense.

34. RIDERS TO UW GENERAL TERMS AND CONDITIONS - UW reserves the right to supplement these General Terms and Conditions with additional Rider(s) that addresses certain risk area(s) or additional conditions associated with of the Work to be performed by the Contractor. A Rider may be required during Contract negotiation and formation, or, during the term of the Contract as an amendment. Based upon the type, nature, and purpose of the Work and this Contract, the Rider may address areas such as: civil rights, educational mission specific requirements, health-care specific, requirements, payment processing, privacy, special technical requirements, special insurance coverages, specific compliance requirements, etc.

35. RIGHTS AND REMEDIES – Failure of the UW to insist upon the strict performance of any term or condition of this Contract or to exercise or delay any right or remedy provided in this Contract or by law, or the acceptance of (or payment for) materials, equipment, or services, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the state to insist upon the strict performance of this Contract.

36. SEVERABILITY – If any term or condition of this Contract is deem invalid by any court, such invalidity shall not affect the validity of the other terms or conditions of this Contract.
37. SHIPPING INSTRUCTIONS – Unless otherwise instructed, all goods are to be shipped prepaid, FOB Destination, as defined in RCW Title 62A. Where specific authorization is granted to ship goods FOB Shipping Point, the Contractor agrees to prepay all shipping charges, to route cheapest common carrier, and to bill the UW as a separate item on the invoice for the charges. The UW reserves the right to refuse COD shipments. Regardless of FOB point, the Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein that occur prior to delivery, and such loss, injury, or destruction shall not release the Contractor from any obligation hereunder.

38. SUBCONTRACTING – Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the Work contemplated under this Contract without obtaining prior written approval of the UW.

39. TAXES – All payments accrued on account of property taxes, payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor. Where required by state statute or regulation, the Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. Unless otherwise indicated, the UW agrees to pay State of Washington sales or use taxes on all applicable services and materials purchased. No charge by the Contractor shall be made for federal excise taxes and the UW agrees to furnish the Contractor with an exemption certificate where appropriate. The Contractor shall calculate and enter the appropriate Washington State and local sales tax on the invoice. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.

40. TERMINATION PROCEDURES – After receipt of a notice of termination, and except as otherwise directed by the UW, the Contractor shall:
   a. Stop work under this Contract on the date, and to the extent specified, in the notice;
   b. Place no further orders or Subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the Work under this Contract that is not terminated;
   c. Assign to the UW, in the manner, at the times, and to the extent directed by the UW, all of the rights, title, and interest of the Contractor under the orders and Subcontracts so terminated, in which case the UW has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and Subcontracts.
   d. Settle all outstanding liabilities and all claims arising out of such termination of orders and Subcontracts, with the approval or ratification of the UW to the extent the UW may require, which approval or ratification shall be final for all the purposes of this clause;
   e. Transfer title to the UW and deliver in the manner, at the times, and to the extent directed by the UW any property which, if this Contract had been completed, would have been required to be furnished to the UW;
   f. Complete performance of such part of the Work as shall not have been terminated by the UW; and
   g. Take such action as may be necessary, or as the UW may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the UW has or may acquire an interest.

The UW shall pay to the Contractor the agreed upon price, if separately stated, for completed Work and services or goods accepted by the UW. The UW may withhold from any amounts due the Contractor a sum that the UW determines to be necessary to protect the UW against potential loss or liability. The rights and remedies of the UW provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

41. TREATMENT OF ASSETS
   a. Title to all property furnished by the UW shall remain in the UW. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the UW upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in the UW upon (1) issuance for use of such property in the performance of this Contract, or (2) commencement of use of such property in the performance of this Contract, or (3) reimbursement of the cost thereof by the UW in whole or in part, whichever first occurs.
   b. Any property of the UW furnished to the Contractor shall, unless otherwise provided herein or approved by the UW be used only for the performance of this Contract.
   c. The Contractor shall be responsible for any loss or damage to property of the UW that results from the
negligence of the Contractor or from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

d. If any UW property is lost, destroyed or damaged, the Contractor shall immediately notify the UW and shall take all reasonable steps to protect the property from further damage.

e. The Contractor shall surrender to the UW all property of the UW before settlement upon completion, termination or cancellation of this Contract.

42. WARRANTY

a. Product: The Contractor warrants all goods, products and services delivered under this order conform to specifications herein, shall be free from defects in material and workmanship, and shall be fit for the intended purpose. All goods, products and services found defective shall be replaced upon notification by the UW. All costs of replacement, including shipping charges, shall be borne by the Contractor.

b. Price: The Contractor warrants that prices of materials, equipment, and services set forth herein do not exceed those charged by the Contractor to any other customer purchasing the same goods or services under similar conditions and in like or similar quantities.

c. Financial Status: The Contractor warrants that at the time of the commencement of its performance under this Contract, it has not commenced bankruptcy proceedings and that there are no judgments, liens or encumbrances of any kind affecting title to any goods that are the subject of this Contract.