

December 6, 2010

«First_Name» «Last_Name»
«Company_Name»
«Address_Line_1»
«Address_Line_2»
«City», «State» «ZIP_Code»

RE: Portal Design Services for Managing Online Health Professional Student Exams

Included in this Request for Proposal are the following documents:

Request for Proposal pp. 1 - 6
Attachment A. Scope of Desired Services
Attachment B. Mandatory Contractual Provisions
Attachment C. Certificate of Compliance page
Attachment D. Campus Map available at <http://www.creighton.edu/maps/>

If you do not receive all the above documents, notify the issuing office for copies.

Creighton University
Purchasing Department
Attention: Marty Sehn
2500 California Plaza
Omaha, NE 68178

martysehn@creighton.edu

Please e-mail your response indicating that you have received all documents as outlined above and your intentions to bidding. **Intent to bid response is due by day of Friday, December 20, 2010. Please include the following information:**

Will submit bid: _____ Yes _____ No

_____	«Company Name»	_____	_____
DATE	FIRM	SIGNATURE	TITLE

Email: «Email Address» _____

Location: 701 North 20th Street • Mail: 2500 California Plaza • Omaha, Nebraska 68178
<http://www.creighton.edu/Purchasing> • phone: 402.280.2712 • fax: 402.280.2398

CREIGHTON UNIVERSITY REQUEST FOR PROPOSAL

I. General

Creighton University, a Nebraska State Corporation, with corporate offices located at 2500 California Plaza, Omaha, Nebraska 68178, invites your firm to respond to this Request for Proposal (RFP). The purpose of this RFP is to provide prospective vendors with information to enable them to prepare and submit a request for proposal to:

- Develop a portal based solution to facilitate the process for exams for distance students.
- The solution must have multiple database views including an administrative view, student view, proctor view, and faculty view.
- The solution must be capable of managing the process, herein described, from end to end.
- Finally, data security and integrity must be a part of the design from the inception.

II. Overview

The School of Pharmacy and Health Profession (SPAHP) at Creighton University (CU) consists of three distinct programs, Occupational Therapy (OT), Pharmacy (Pharm), and Physical Therapy (PT). Two of the three programs (OT and Pharm) offer both campus-based and web-based programs. The SPAHP is seeking professional services to develop a comprehensive portal solution to aid in the management logistics of online exams

For ease of reference, each Firm submitting a proposal in response to the Request for Proposal is referred to as a "Firm," and the Firm selected to provide services to the University is referred to as the "Selected Firm." This Request for Proposal states the instructions for submitting proposals, the procedure and criteria by which a Firm will be selected, and the contractual terms by which the University proposes to govern the relationship between it and the Selected Firm, hereinafter referred to as the "Agreement."

This Request for Proposal is part of a competitive procurement process which helps to serve the University's best interests. It also provides Firms with a fair opportunity for consideration of their services and goods. The process of competitive negotiation being used in this case should not be confused with the different process of "competitive sealed bidding." The latter process is usually used where the goods or services being procured can be precisely described and price is generally the determinative factor. With competitive negotiation, price is not required to be the determinative factor although it may be, and the University has the flexibility it needs to negotiate with Firms to arrive at a mutually agreeable relationship.

III. Issuance of Request for Proposal and Questions

- A. The issuing office for the Request for Proposal is:
Purchasing Department
Creighton University
Omaha, NE 68178
Attention: Marty Sehn

- B. Any technical questions concerning this Request for Proposal should be directed to Marty Sehn, Purchasing martysehn@creighton.edu, who will direct them to appropriate University personnel. All questions should be kept within the requirements of the communication restrictions noted in section IV below.

IV. Proposal Deadline

Proposals must be delivered to the Purchasing Department no later than **noon December 20, 2010**. It shall be the responsibility of each Firm to ensure that their proposal is delivered to the proper place and at the proper time.

Creighton University
701 N 20th Street
Omaha, NE 68178
Attention: Marty Sehn
Purchasing Department
martysehn@creighton.edu

V. Communications Between the University and the Firms Regarding this Request for Proposal, the Firms' Proposals, and this Procurement Transaction

A. Informal Communications

1. From the date of receipt of this Request for Proposal by each Firm until a binding contractual agreement exists with the Selected Firm and all other Firms have been notified or when the University rejects all proposals, informal communications regarding this procurement shall cease.
2. Informal communications shall include but not be limited to 1) requests from the Firms to any department(s) at the University with the exception of Purchasing for information, comments, speculation, etc., and 2) request from any department at the University with the exception of Purchasing for information, comments, speculation, etc.

B. Formal Communications

1. From the date of receipt of this Request for Proposal by each Firm until a binding contractual agreement exists with the Selected Firm and all other Firms have been notified or when the University rejects all proposals, all communications between the University and the Firms will be formal, or as provided for in the Request for Proposal, or as requested by the Purchasing Department.
2. Formal communications shall include but not be limited to 1) oral presentations, or 2) site visits, etc.

Any failure to adhere to the provisions in A and B above may result in the rejection of any Firm's proposal or cancellation of this Request for Proposal.

VI. Oral Presentations

- A. An oral presentation by one or more Firms may be required after the University has received all written proposals by those firms in contention for selection. The issuing office will schedule the time and place for this presentation, which may be in person, via webex, or similar technology.

- B. Each Firm should be prepared to clarify and elaborate on any of the details within the proposal.

VII. Basis of Selection

The University will evaluate proposals and will select a Firm on the basis of:

- A. Ability to provide the services as described in Attachment A. .
- B. Quality of proposal and ability of the submitting firm to follow the guidelines of this request for proposal.
- C. Contractual terms that would govern the relationship between the University and the Firm.
- D. Financial proposal value, to include any discounting structure beyond the normal net 30 day payment and any cost reduction proposals.
- E. Experience and the degree of customer satisfaction with education, government and corporate accounts.
- F. Experience, expertise, and responsiveness of the specific individuals who would directly service the University account.
- G. The University's right of review of individuals prior to assignment to the University's account when turnover occurs.
- H. Any other factors which become apparent to the University during the evaluations and negotiation process.
- I. The University intends to select a Firm based on proposals received in response to this Request for Proposal and any other information it obtains from other sources regarding the Firm.

VIII. Formation of the Agreement with the Selected Firm

- A. Subject at all times to the University's right to reject proposals as stated in Section XVI below, the University will evaluate all proposals received and will then select one (1) Omaha area based Firm.
- B. The University will then conduct negotiations with the Firm. The financial aspect of the proposal shall be considered, but will not be the sole determining factor. After negotiations have been conducted with the Firm the University will award the contract to the Selected Firm by either of the following methods:
 - 1. Accept the proposal as written by issuing a written notice to the Selected Firm which refers to this Request for Proposal and accepts all or part of the proposal submitted in response to it; or
 - 2. Both parties will execute a mutually satisfactory written Agreement based on this Request for Proposal, the proposal submitted, and the negotiations concerning these.
- C. Because the University may use alternative "1" above, each Firm should include in its written proposal all requirements, terms, or conditions, and should not assume that an opportunity will exist to add such details after the proposal is submitted. Firms should also note that, as described in Section VIII below, certain details will automatically be deemed as part of a proposal.

IX. Provisions Deemed Included in the Proposal

- A. The University presumes that each proposal will address all items requested in Section XII below.
- B. The University includes mandatory provisions so that all Firms' proposals will be based on certain uniform bases. The University encourages any Firm that feels that a

mandatory provision is unreasonable, to contact the University before proposals are due so the University may consider amending the provision.

X. Mandatory Provisions.

- A. Each proposal received by the University in response to this Request for Proposal shall automatically be deemed to include the Firm's agreement to the provisions of 1 through 4 below. Although such provisions will govern the Firm's proposals as submitted, the University and the Selected Firm may later mutually agree to amend such provisions in the event additional time is needed to consider proposals or when contractual negotiations or performance indicate that such amendments are appropriate.
 - 1. The proposal constitutes an offer by the Firm that shall remain open and irrevocable for a period of ninety- (90) days from the deadline for submitting proposals stated in Section IV above.
 - 2. If selected by the University, the provisions governing the Firm's performance will include all the provisions of Attachment B. (Mandatory Contractual Provisions).
 - 3. The Firm consents to the University contacting and obtaining any information relevant to this Request for Proposal from the references and others identified by the Firm in its proposal, as well as from any other persons, firms or agencies which the University wishes to contact.
 - 4. If selected by the University, the provisions governing the Firm's performance will include all the provisions of Attachment A. (Scope of Desired Services).

XI. Contents of the Proposal

- A. Each Firm wishing to submit a proposal in response to this Request for Proposal should submit an electronic copy attached to a response e-mail and six (6) copies of the written proposal delivered to the issuing office.
- B. The preferred format is to address each question, item, or issue as it appears in this document for ease of verification that all information has been provided as requested. A 3-ring binder is preferred.
- C. The proposal should include a breakdown in cost which needs to include the detailed cost of the design and implementation a portal based test logistics solution to facilitate the Creighton Health Science students.
- D. In addition, each responding Firm should submit its understanding and compliance regarding Attachment A. (Scope of Desired Services).
- E. Copies of proposals shall not be sent to any other office or department whatsoever at Creighton University.
- F. Each Firm is cautioned to give special consideration to selection criteria (Section VII) when responding to the items below. Failure to provide written responses to all items under this section may result in rejection of a Firm's proposal.
- G. Proposals should be prepared in a straightforward and concise manner, and should describe the Firm's offering and capabilities in a format that is reasonable and appropriate to the purpose.
- H. Firms are cautioned to provide a proposal with sufficient information to allow evaluation utilizing the criteria presented in Section VII.

XII. Firm Information

- A. A statement of qualifications is to be provided by the selected vendor who will serve as the primary contractor and all subcontractors. The statement shall set forth

brief details of the firm's principal activities, the number of personnel in the firm and their associated job classifications, and the firm's locations.

- B. Identify prior project experience that exhibits the firm's capabilities with a focus on developing portal solutions.
- C. Describe briefly the other services and capabilities of your Firm.
- D. What was your Firm's total dollar amount of service provided for each of the last three (3) years? [The purpose of this question is to determine your firm's financial stability and growth.]
- E. What is the annual dollar amount of your largest account? How many accounts do you currently service which are similar in size to the University? [The purpose of this question is to determine your firm's ability to handle the University's needs.]
- F. Does your Firm qualify as a minority or female-owned and operated business as defined by the Small Business Administration? If affirmative, is your firm certified by the Midwest (formerly: Great Plains) Minority Supplier Development Council?
- G. Who will be directly responsible for the University's account? Please provide a summary of this individual's training and experience including the number of years with your Firm.
- H. Are you, your Firm, (including corporate board of directors or officers) or any of your employees currently excluded from participation in any federal or state funded program, including, but not limited to Medicare, Medicaid or otherwise prohibited from contracting with a government agency/entity? If yes, please provide specific information regarding such exclusion.
- I. Are you, your Firm, (including corporate board of directors or officers) or any of your employees related to, alumni of, or in way connected to Creighton University? If yes, provide specific information regarding the person(s) and their relationship to the University.
- J. Is your Firm currently involved in any litigation for goods or services that your Firm provides?
- K. Is your Firm currently for sale or involved in any transaction to expand or to become acquired by another organization? If so, please explain. Has your Firm been involved in any reorganization, acquisition, or merger within the last two (2) years? If so, please explain.

XIII. Contracts/Agreements

- A. Estimate start-up time required, i.e., transition time anticipated after proposal acceptance to availability of service to the University. Please note that service must be available for pilot testing no later than January 31, 2010.

XIV. References

- A. List Firm names, addresses, telephone numbers and contacts of three (3) accounts for which you currently service. Indicate how long your Firm has had each contract.
- B. List Firm names, addresses, telephone numbers and contacts of one (1) client that discontinued your services within the past twelve (12) months. Explain why you feel this client discontinued using your services.

XV. Other Information

- A. Provide any other information which the Firm feels the University should consider in evaluating the Firm's proposal.

XVI. Rejection of Proposals

- A. The University reserves the right to reject all proposals received.
- B. Firms that do not provide written responses to all items in Section XII may be ineligible for consideration.
- C. Non-acceptance of a proposal will mean that another Firm was deemed more advantageous to the University or that all proposals were rejected.
- D. Firms whose proposals are not accepted will be notified after a binding contractual agreement between the University and the Selected Firm exists or when the University rejects all proposals.

The University appreciates your consideration of this Request for Proposal and looks forward to receiving a response from your Firm.

**CREIGHTON UNIVERSITY
REQUEST FOR PROPOSAL**

**Attachment A.
SCOPE OF DESIRED SERVICES**

Overview

The School of Pharmacy and Health Profession (SPAHP) at Creighton University (CU) consists of three distinct programs, Occupational Therapy (OT), Pharmacy (Pharm), and Physical Therapy (PT). Two of the three programs (OT and Pharm) offer both campus-based and web-based programs. The SPAHP is seeking professional services to develop a comprehensive portal solution to aid in the management logistics of online exams.

Project Goal

Develop a portal based solution to facilitate the process for exams for distance students. The solution must have multiple database views including an administrative view, student view, proctor view, and faculty view. The solution must be capable of managing the process, herein described, from end to end. Finally, data security and integrity must be a part of the design from the inception.

Supporting Business Case

The SPAHP distance pathway manually manages the relationship between proctors and students. Given the number of students, number of proctors, and various financial arrangements associated with each; the management of distance exams takes a significant amount resources. Much of the process is repeatable and thus should be able to be reduced in terms of effort by the infusion of technology. The SPAHP must find a way to sustainably manage the current and future relationships between proctors and students enrolled in distance pathway programs.

Rough Timeline

Phase Completion	Weeks per Phase
Analysis	2 weeks
Design	4 weeks
Build	2 weeks
Test	4 weeks
Implementation	2 weeks

System Requirements

Critical Success Factors

- Allow the proctor to get the exam/quiz password information online.

Allowed Technologies

- Microsoft ASP.NET in c#
- Microsoft SQL Server 2005 RDBMS
- Windows 2003 Server with IIS 6.0
- SharePoint Portal Server 2007

Required Compatibility

- Windows XP/Vista/7
- MAC OSX
- Safari
- Internet Explorer 6.x/7/8
- Must be able to integrate with PayPal
- Must be compatible with Mapit link for all locations
- The application will run online in a browser with no or minimum installation requirements.

Design Methodology

- Joint Application Design Technique

Key Tasks

- The proctor logs on to the portal and will be presented with page where he/she can see the upcoming student exam information for that particular site and the exam the student is taking.
- The details of the exam /quiz (Exam name, description, time allotted, extended times, exam start and exam end passwords) are available only on the exam/quiz date.

- The site director will have the ability to edit information about his/her site and add/modify details about proctors in his site. Each modification thus made will generate an email to portal admin (Andrea) indicating the change.
- On any specific day of exam/quiz the proctor will log the start time and the end time of any student taking exam.
- The portal application will be secured and will be presented only to authenticated users. Mixed authentication will be used (AD authentication for Creighton users and SQL authentication for non Creighton users)
- Allow portal admin to add/modify exam information, site information, proctor information, student information.
- The application will also allow portal admin to upload student data with (NetID, Name, Exam etc) into the database every year.
- Allow portal Admin to upload PDF exams.
- Allow the portal Admin to assign site for each student and exam.
- Allow portal admin to download reports and data in CSV format.

General Assumptions

- 900-1500 proctors distributed throughout US
- 20-25 exams/quizzes per semester
- 200 + students
- Portal Admin assigns a max of 6 active sites per each student/exam for students to pick any one.
- Portal Admin uploads student data every year with NetID, Name, etc)
- Announcement Panel is present on all views
- Specific Info on Exam (not password protected)
- PDF of Exam (Re-Auth Required on all views)
- Views that show multiple piece of information should be collapsible

Views

Proctor View

The proctor logs to the portal using his own UserID and password. The application allows proctors to reset their UserID and password. The application also allows add/modify individual proctor information. The site director has ability to edit site information and add/modify proctor information on his/her site.

- Personalized greetings after logging
- Upcoming exam grid on the home page
- Announcement panel from SPAHP
- Instructions/FAQ pages
- Details of the exam are only available on the exam day
 - Start Password

- End password
- Download PDF exam
- Emergency contact information
- Specific information for exam
- Should allow Proctors to sign-up for next year

Note: (The proctor gets 48 hr window to enter the start and end time of any exam. It was discussed not to automatically log the start and the end time)

Service Desk View/Assessment Manager View

The service desk view allows to view all data in view only format. This information is secured and can be accessed by Blue NetID and Password.

- A grid view of Exams is presented
- Clicking on each exam presents more details on that exam including sites this exam is held.
- Detail information regarding the exam is available as a read only format.
- Phone numbers for site for faxing exam information is available via site Information or exam information.
- Allow users to download the PDF version of the exam if uploaded.
 - PDF of Exam (Re-Auth Required)
- Information regarding faxing the exam via Internet Fax is available.

Student View

- Personalized greetings after logging
- Upcoming exam grid on the home page
- Announcement panel from SPAHP
- Instructions/FAQ pages
- Details of the exam are only available on the exam day
 - Emergency contact information
 - Specific information for exam
- Banner integration showing official name/address/phone and advisor
- Beginning each semester the students will be able to finalize a site based on the selection provided by the portal Admin. Once the student makes the choice the selection is locked and can be modified only after a written approval from the admin.

Portal Admin View

The admin has full rights to edit all the information on the application. The admin logs to the portal using Blue NetID and Password.

- A calendar of Exams is presented

- Clicking on each exam presents more details on that exam including sites this exam is held.
- Detail information regarding the exam is available for full edit.
- Manage all exam information
 - Add/delete exams
 - Edit exam details
 - Assign students to a maximum of 6 sites
 - Upload exam PDF
- Manage Site information
 - Add/edit/delete site information
 - Add/edit/delete proctor information on sites
 - Proctor Verification Form needs to be a part of this project
- Manage Student information
 - Add/edit/delete Student information
 - Bulk upload student data
 - Assign students to sites
- Reports
 - Download data in a CSV format
 - More reports to be defined...

Faculty View

- Reports need to be defined
- IOR Process Exam/Change
- Current/Upcoming Past
- Exam Cal (mine/all) - All SPAHP Access
- Exam Restriction Forms (IOR can write)
- Announcement Panel
- Specific Info on Exam (not password)
- PDF of Exam (Re-Auth)

Stakeholders

- Faculty including BMS
- Dist Pathway (Tracy Chapman / Tom Lenz)
- DeDe Hedlund
- Proctor
- Student

End of Attachment A

**CREIGHTON UNIVERSITY
REQUEST FOR PROPOSAL**

Attachment B.

MANDATORY CONTRACTUAL PROVISIONS

1. Nondiscrimination

During the performance of this Agreement, the Selected Firm shall comply with all statutes, regulations, executive orders, and other requirements of law regarding equal employment opportunity, all of which are herein by reference made a material part of this Agreement.

2. Assignment and/or Subcontracting

Neither party to this Agreement shall have the right to assign and/or subcontract this Agreement in whole or in part without prior written consent of the other.

3. Changes to the Agreement

The University may require changes within the general scope of the Agreement at any time through written notice to the Selected Firm. Examples of a change within the Scope of the Agreement would be the method of shipment or place of delivery. The Selected Firm shall comply with the notice upon receipt. Mutual agreement between the parties will be established in writing by way of amendment.

4. Amendments

No amendment to this Agreement shall be effective unless it is in writing and executed by the University's Associate Vice President for Administration and Finance and by the individual signing the Selected Firm's proposal or another individual named by the Selected Firm as specified in #5 **Notices**. If the Selected Firm deviates from the terms of this Agreement without written amendment, it does so at its own risk.

5. Notices

All notices provided hereunder to be given in writing shall be deemed given when delivered to, or deposited in the mail, certified mail, return receipt requested, and addressed to the other party as follows:

To the University:

Director of Purchasing
Creighton University
2500 California Plaza
Omaha, NE 68178

To the Selected Firm:

The person signing the Firm's proposal in response to the University's Request for Proposal, at the Firm's address indicated in such proposal; or to such other person of address as the Firm may designate for itself in writing and provide to the other.

6. Records

The Selected Firm agrees to keep accurate records of financial or working processes and any records relative to the performance of this Agreement. The Selected Firm further agrees that such books and records shall be subject to inspection and audit by any person designated by the University at all reasonable times during business hours.

The Selected Firm shall retain all books, records, and other documents concerning performance of this Agreement for at least two (2) years after termination of this Agreement or final payment under it. The

Selected Firm shall upon request of the University; allow the University to have full access to, and the right to examine, any of such documents during such period and the period the Agreement is in effect.

7. Insurance

The Selected Firm shall secure and protect their Firm and the University from any liability, loss, or damage whatsoever for any injury, including death to any person or property whatsoever, in the performance or services required by this Agreement. As a minimum, the Selected Firm shall carry general public liability insurance and product liability insurance in a combined single amount not less than \$2,000,000 total; employer's liability and workmen's compensation insurance as may be required under the laws of the State of Nebraska. Fire, theft, vandalism, or malicious mischief insurance on the equipment and property of the Selected Firm shall be their responsibility. Automobile public liability insurance will be required on all vehicles operated on the University properties.

8. Personnel

The Selected Firm shall provide trained personnel to properly service the University's account. The Selected Firm shall select, train, and direct its employees to perform their required tasks and shall be responsible for their conduct and appearance while on University property. Employees of the Selected Firm shall be subject to rules and regulations of the University on University property. Employees assigned to service the University should be in uniform with proper identification at all times. Employees of the Selected Firm will be subject to OSHA regulations regarding safety and University regulations regarding parking while on University property. The University may request dismissal or removal of any employee of the Selected Firm who violates any provisions hereof, or who is wantonly negligent or discourteous in the performance of duties.

9. Vehicles

All service vehicles used on University property shall bear clear markings identifying it as the Selected Firm's. All service vehicles used on University property shall be equipped with reverse alarms. All personnel of the Selected Firm shall adhere to the University's policy and procedures for vehicle parking, campus access, speed limits, etc.

10. Goods and Services

During the term of the Agreement, the Selected Firm shall provide to the University the program described in the University's Request for Proposal, except as specifically stated by the Selected Firm in its proposal and except as specifically stated by the University when it selected the Firm.

11. Payment Terms/Payment of Invoice

The amount due to the Selected Firm shall be the pricing structure agreed upon by the Selected Firm and the University. In the absence of any discount payment terms the University will pay the Selected Firm within thirty (30) days after the receipt of a correct invoice for reasonable work allocable to the agreement or after the date of acceptance of work that meets agreement requirements, whichever event occurs later. The University shall not be responsible for payment of taxes, expenses, or other charges of any kind to the Selected Firm or anyone else regarding the goods and services for which the Selected Firm is responsible.

12. Independent Contractor

The Selected Firm shall not be an employee of the University, but shall be an independent contractor. The Selected Firm shall indemnify and hold the University, their employees and agents harmless with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to employment of any persons providing services to the University with respect to this Agreement. Nothing in this Agreement shall be construed as authority for the Selected Firm to make commitments that shall bind the University, or to otherwise act on behalf of the University, except as the University may expressly authorize in writing.

13. The University's Authorized Representatives

The only persons who are or shall be authorized to speak or act for the University in any way with respect to this Agreement are those whose positions or names have been specifically designated in writing to the Selected Firm by the University's Associate Vice President for Administration and Finance or the Director of Purchasing.

14. Waiver

No waiver of any right hereunder shall be deemed a continuing waiver, and no failure on the part of either party to exercise wholly or in part any right hereunder shall prevent a later exercise of such or any other right.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

16. Compliance with Laws

The Selected Firm shall comply with all federal, state and local laws, regulations, ordinances, and orders applicable to the project or Selected Firm shall ensure that the labor associated with the project and all additional and/or back-up persons comply with all such laws, regulations, ordinances and orders.

17. Indemnification

The Selected Firm shall indemnify the University and the agents and employees, against any and all claims, causes of action, damages, losses, and expenses (including attorney's fees and expenses) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work in connection with this Agreement, except for matters caused solely by the University's negligence.

18. Term of Agreement

The term of this Agreement shall be from **July 1, 2010** through **June 30, 2012**, with the University having the option to renew for two (2) additional one (1) year periods the same terms and conditions. In the event the Selected Firm fails to perform any duty contained herein and fails to correct such failure within thirty- (30) days after written notice of the same to the Selected Firm by the University, the University may terminate this agreement upon written notice to the Selected Firm. The University's foregoing right of termination shall be in addition, and without prejudice, to any other legal or equitable remedy the University may have.

Attachment C.

CREIGHTON UNIVERSITY

CERTIFICATION OF COMPLIANCE

The undersigned, a subcontractor or supplier of Creighton University, agrees that it will comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, Section 2012 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 1128(b) of the Social Security Act, and the relevant Regulations and Orders of the Secretary of Labor.

The Supplier further agrees that the following sections of Chapter 60 of Title 41 of the Code of Federal Regulations shall become a part of every subcontract or purchase order between the Supplier and Creighton University at any time within one (1) year following the date of this certification.

A. A Subcontract or purchase order which exceeds or will exceed \$10,000.

41 CFR 60-1.4(a) EQUAL OPPORTUNITY CLAUSE - The Supplier agrees to comply with all of the provisions of this clause as set forth in the regulations.

41 CFR 60-1.8 NONSEGREGATED FACILITIES - The Supplier agrees and certifies that it does not and will not maintain any facilities it provides for its employees in a segregated manner, or permit its employees to perform their services in any location, under its control, where segregated facilities are maintained.

B. All nonexempt contracts and purchase orders which exceed \$2,500.

41 CFR 60-741 - EQUAL OPPORTUNITY CLAUSE - For all nonexempt contracts and purchase orders which exceed \$2,500 Contractor agrees it shall be bound by the affirmative action clause for the handicapped.

C. In the event the subcontract or purchase order amounts to \$50,000 or more and the Supplier has 50 or more employees.

41 CFR 60-1.7 - REPORTS AND OTHER REQUIRED INFORMATION - The Supplier agrees to file annually, on the required date, complete and accurate compliance reports on Standard Form 100 (EEO-1) with its Contracting Compliance Agency; and in the event these reports have not been filed, to file the same within thirty (30) days after the next award to it of a subcontract or purchase order.

41 CFR 60-1.40 - AFFIRMATIVE ACTION COMPLIANCE PROGRAMS - The Supplier affirms that it has or will develop a written affirmative action compliance program for each of its establishments.

Section 503 (60-741.5) and Section 2012 (60-250.5) - AFFIRMATIVE ACTION COMPLIANCE PROGRAMS - The supplier holding a contract of \$50,000 or more and having fifty (50) or more employees shall prepare and maintain an affirmative action program at each of its establishments.

COMPANY DATA: _____

Number of Employees

Number of Years in Business

Gross Annual Sales

Date _____

Subcontractor/Supplier

Address

By: _____

Title: _____