



February 16, 2010

REQUEST FOR PROPOSAL
ONLINE COURSE DELIVERY SERVICES

RFP NO. 281002

DUE: 3:00 PM, MST, 03/23/2010

Time and Date of Pre-Proposal Conference	10:30 AM, MST, 02/23/2010
Deadline for Inquiries	5:00 PM, MST, 03/09/2010
Time and Date Set for Closing	3:00 PM, MST, 03/23/2010

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SECTION I – REQUEST FOR PROPOSAL

RFP NUMBER 281002

Arizona State University (University/ASU) is requesting sealed proposals from qualified firms for Online Course Delivery Services for its ASU Online and Extended Campus. Vendor shall provide the University with Online Course Delivery Services at a level of quality that consistently meets or exceeds the University's expectations. ASU Online wants to jump start enrollment in key areas where there is a high demand.

An Educational Meeting/Pre-proposal Conference will be held **on February 23, 2010 at 10:30 AM MST at SkySong Center, Discovery Conference Room #349, 1475 North Scottsdale Road, Scottsdale Arizona 85257**. All Proposers are strongly encouraged to attend this Conference.

Deadline for inquiries will be March 9, 2010 at 5:00 PM. Proposers are encouraged to submit request for information before this date.

The term of the contract is anticipated to commence July 1, 2010 for an initial three (3) year term, with the option to renew for an additional two (2) year term for a total term not to exceed five (5) years.

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 Roads. between Apache Road & Broadway Road) Tempe, Arizona 85281 on or before 3:00 PM, MST, on Tuesday, March 23, 2010 at which time a representative of Purchasing and Business Services will announce publicly the names of those firms or individuals submitting proposals. No other public disclosure will be made until after award of the contract.

Arizona State University's Overnight Delivery (FedEx, Airborne, and UPS. etc.) 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

Lorie Sheppard

Lorie Sheppard, C.P.M.
Senior Buyer

SECTION II - PURPOSE OF THE RFP

1. **INTENT**

ASU Online is a campus of Arizona State University that delivers online degree programs to about 3,000 students across the globe. Our students are accomplished adults pursuing personal and professional goals through higher education. They are working parents, small business owners, military servicemen and women. We plan to enroll 100,000 ASU Online students in the next decade and provide them with higher education that is *as good as or better than* traditional, face-to-face learning through a variety of learning technologies and a model oriented around student success.

The following link to a Vimeo video will provide Dean Phil Regier's point of view regarding the objectives of ASU Online and Extended Campus, the brand challenge for online education, goals for the coursework and student services, and what the University is trying to achieve with the RFP selection process: <http://asuonline.asu.edu/rfp>.

2. **BACKGROUND INFORMATION**

2.1 ARIZONA STATE UNIVERSITY

Arizona State University (University/ASU) is one of the premier metropolitan public research universities in the nation. ASU is research-driven but focused on learning - teaching is carried out in a context that encourages the creation of new knowledge. ASU maintains a tradition of academic excellence in core disciplines and has become an important global center for innovative interdisciplinary teaching and research.

ASU is one university in many places. In addition to the historic Tempe campus, a college town in the midst of a dynamic metropolitan region, the university comprises three (3) newer campuses: ASU at the West campus in northwest Phoenix adjacent to Glendale, ASU at the Polytechnic campus in Mesa, and the Downtown Phoenix campus in the city's urban core.

The University seeks to provide the best possible education to the broadest possible spectrum of society, embracing the educational needs of the entire population. By the year 2020, ASU is projected to enroll 90,000 students. The University champions diversity and is international in scope, welcoming students from all 50 states and nations across the globe. The University is an active partner with the private sector in initiatives to enhance the social well-being, economic competitiveness, cultural depth, and quality of life of metropolitan Phoenix and the state.

The University seeks to advance social and economic development in Arizona. As it evolves, ASU will serve as the prototype for the New American University, redefining the existing conception of research universities. ASU is building a comprehensive metropolitan research university that is an unparalleled combination of academic excellence and commitment to our social, economic, cultural, and environmental setting.

The New American University is an institution that measures its academic quality by the education its graduates have received rather than by the academic credentials of its incoming freshman class; one whose researchers, while pursuing their scholarly interests, also consider the public good; one whose students, faculty, and staff transcend the concept of community service to accept responsibility for the economic, social, cultural, and environmental vitality of the communities they serve.

2.2 GREATER PHOENIX METROPOLITAN AREA

As America's fifth-largest city—and one of the fastest growing — Phoenix has a burgeoning urban core offering jobs, entertainment, sports and culture. Private and public entities have spent hundreds of millions of dollars to develop Arizona Center, Copper Square, America West Arena, Chase Field, the Phoenix Civic Center, Dodge Theatre and several urban parks. ASU has brought the presence of a national-caliber research university to the city's core with a vibrant campus for up to 15,000 students.

- Critical mass of technology companies in Greater Phoenix
- Significant technical workforce in Greater Phoenix
- Phoenix was named the number 1 city (and Arizona the number one state) for entrepreneurs by Entrepreneur Magazine (October 2005)
- Phoenix population has grown faster than any other major city in the U.S.
- Greater Phoenix was ranked 12th by Forbes' "Best Places for Business and Careers" index (May 2005)

3. **TERM OF CONTRACT**

The term of the contract is anticipated to commence July 1, 2010 for an initial three (3) year term, with the option to renew for an additional two (2) year term for a total term not to exceed five (5) years. Renewal notification shall be in writing at least 90 days prior to the end of the preceding contract period. Vendor shall be required to provide complete and current submittals prior to each renewal. Required submittals shall include, but not necessarily be limited to, insurance certificates, financial statements, and resumes for new or replacement management and/or support staff.

4. **PERFORMANCE REPORTING EXPECTATIONS**

Successful Vendor will be required to partner with Performance Based Studies Research Group (PBSRG) to receive training on performance reporting guidelines, procedures, etc. for a period of three (3) years at the following costs:

1 st year	\$35,000
2 nd year	\$25,000
3 rd year	\$15,000

It is also required that the vendor's core team will attend the annual PBSRG Best Value Conference for training and process updates.

5. **TENTATIVE SCHEDULE**

No.	Task	Date
1	<i>Educational/Pre-Proposal Conference</i>	<i>February 23, 2010</i>
2	<i>Deadline for submission of questions and/or requests for clarifications</i>	<i>March 9, 2010</i>
3	<i>Proposals due</i>	<i>March 23, 2010</i>
4	<i>Short listing (if necessary)</i>	<i>March 31, 2010</i>
5	<i>Vendor Interviews</i>	<i>April 7 - 8, 2010</i>
6	<i>Vendor Selection</i>	<i>April 8, 2010</i>
7	<i>Pre-Award Kick-off Meeting</i>	<i>April 9, 2010</i>
8	<i>Pre-Award Period</i>	<i>April 2010 – June 2010</i>
9	<i>Pre-Award Summary Meeting</i>	<i>June 24, 2010</i>
10	<i>Award</i>	<i>July 1, 2010</i>

**Note - After the award of contract(s) and prior to the commencement of service, the successful Vendor will be required to provide general coordination services with regard to the planning and commencement of services to be provided under this contract.

6. **PROPOSAL**

ASU Online wants to jump start enrollment in key areas where there is high demand. Those key areas or industry verticals are: Education, Nursing RN – BSN/MSN, Business, Criminology/Criminal Justice, Social Work, and BS in Legal Studies. Vendors may propose other verticals where they may have particular expertise or interest. It is the University's intent to initially award to one (1) vendor for one (1) or more industry verticals. The University may, at its option, choose to award in phases to one (1) or more vendors under this Request for Proposal.

Vendors may propose on one (1) or more verticals of the project. Vendors shall submit a proposal as shown in Section VII – Form of Proposal/Special Instructions.

SECTION III – EDUCATION MEETING/PRE-PROPOSAL CONFERENCE

An Educational Meeting/Pre-proposal Conference will be held **on February 23, 2010 at 10:30 AM MST at SkySong Center, Discovery Conference Room #349, 1475 North Scottsdale Road, Scottsdale Arizona 85257**. All Proposers are strongly encouraged to attend this Conference.

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

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

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. The University Services Building is located on the east side of Rural Road between Apache Road & Broadway Road. Our delivery address is Purchasing and Business Services, University Services Building, Arizona State University, 1551 S Rural Road, Tempe, Arizona 85281. Proposals should be in a sealed envelope marked:

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

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

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

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

3. **Proposals should be submitted as a complete document set, containing one (1) clearly marked original hardcopy and one (1) copy on CD or other portable storage medium.**
4. Proposer should use recycled paper and double-sided copying for the production of all printed and photocopied proposal documents. Furthermore, the documents should be clearly marked to indicate that they are printed on recycled content (minimum 30% post-consumer waste paper).
5. You may withdraw your proposal at any time prior to the time and date set for closing.
6. No department, school, or office at the University has the authority to solicit or receive official proposals other than Purchasing and Business Services. All solicitation is performed under the direct supervision of the Director of Purchasing and Business Services and in complete accordance with University policies and procedures.
7. The University reserves the right to conduct discussions with proposers, and to accept revisions of proposals, and to negotiate price changes. During this discussion period, the University will not disclose any information derived from proposals submitted, or from discussions with other proposers. Once an award is made, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.
8. Proposers submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to the University may be requested to give an oral presentation to a

selection committee. Purchasing and Business Services will do the scheduling of these oral presentations.

9. The award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the University based on the evaluation factors set forth in this Request for Proposal. Price, although a consideration, will not be the sole determining factor.
10. If you are submitting any information you consider to be proprietary, you must place it in a separate envelope and mark it "Proprietary Information". If the Director of Purchasing and Business Services concurs, this information will not be considered public information. The Director of Purchasing and Business Services is the final authority as to the extent of material, which is considered proprietary or confidential. Pricing information cannot be considered proprietary.
11. **The University is committed to the development of Small Business and Small Disadvantaged Business (SB & SDB) suppliers. If subcontracting (Tier 2 and higher) is necessary, the successful bidder (Tier 1) will make every effort to use SB & SDB in the performance of any contract resulting from this proposal/Invitation to Bid. 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/Bidders expected efforts to solicit SB & SDB participation should be enclosed with your Proposal/Invitation to Bid.**
12. Your proposal should be submitted in the format shown in Section VI. Proposals in any other format will be considered informal and may be rejected. Conditional proposals will not be considered. An individual authorized to extend a formal proposal must sign all proposals. Proposals that are not signed may be rejected.
13. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of 60 days after the opening date and the right to accept a proposal not withdrawn before the scheduled proposal opening date.
14. **EXCEPTIONS:** The successful proposer is expected to enter into a standard form of agreement approved by the Arizona Board of Regents. The Arizona State University contract terms and conditions are included in this Request for Proposal in Section IX. These terms and conditions are intended to be incorporated into the agreement between the University and the successful proposer. **Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed nonresponsive and may be rejected.**
15. Unless specifically stated to the contrary, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications of this Request for Proposal are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any proposer and is included in order to advise the potential proposer of the requirements for the University. Any offer, which proposes like quality, design or performance, will be considered.
16. May: Indicates something that is not mandatory but permissible/desirable.

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

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

17. Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications/scope of work.
18. All responses and accompanying documentation will become the property of the University at the time the proposals are opened. **It will be the proposer's responsibility to request that samples be returned to the proposer and provide a method for doing so at the expense of the proposer. If a request is not received and a method of return is not provided, all samples shall become the property of the University 45 days from the date of the award.**
19. The University of Arizona, Northern Arizona University, and Arizona State University are all state universities governed by the Arizona Board of Regents. **Unless reasonable objection is made in writing as part of your response to this solicitation, the Board or either of the other two Universities may purchase goods and/or services from any agreement resulting from this solicitation.**
20. All formal inquiries or requests for significant or material clarification or interpretation, or notification to the University of errors or omissions relating to this Request for Proposal must be directed, in writing or by facsimile, to:

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

Tel: 480-727-6954
Fax: 480-965-2234
e-mail: lorie.sheppard@asu.edu

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

Note that the University will answer informal questions orally. The University makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to provide minor clarifications rapidly. Oral statements or instructions shall not constitute an amendment to this Request for Proposal. Proposers shall not rely on any verbal responses from the University. If you have formal questions about any part of this Request for Proposal, which could result in a material issue or a formal amendment to this Request for Proposal, submit your questions on a Proposer Inquiry Form from Section VIII of this Request for Proposal.

21. The University shall not reimburse any proposer the cost of responding to a Request for Proposal.
22. In accordance with an executive order titled "Air Pollution Emergency Proclamation" modified by the Governor of Arizona on July 16, 1996, the University formally requests that all products used

in the performance of any contract that results from this solicitation be of low- or no-content of reactive organic compounds, to the maximum extent possible.

23. Arizona requires that we purchase ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available. If this solicitation 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, we will select your competitor's product as meeting specifications and deem your product as not meeting specifications. See A.R.S. §34-451.
24. The University requires that all desktop computers, notebooks, and monitors purchased must meet, at a minimum, all Electronic Product Environmental Assessment Tool (EPEAT) environmental criteria designated as "required" (bronze registration) or higher as contained in the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products. Additional consideration will be provided for electronic products that have achieved EPEAT silver or gold registration. The registration criteria and a list of all registered equipment are at <http://www.epeat.net> on the Web.
25. To the extent applicable to any agreement resulting from this solicitation, 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, the Arizona Board of Regents, Arizona State University and their regents, employees and agents against all harm or damage caused or contributed to by Proposer's breach of its obligations under this paragraph.
26. The University believes that it can best maintain its reputation for treating suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If you feel that we have fallen short of these goals, you may submit a protest pursuant to the Arizona Board of Regents procurement procedures, section 3-809, in particular section 3-809C. This paragraph does not include all of the provisions of the Regents procedures, but it does tell you what you have to do to initiate a protest. First, you have to be an "interested party." An "interested party" is an actual or prospective proposer whose direct economic interest may be affected by the issuance of a solicitation, the award of a contract, or by the failure to award a contract. Whether an actual prospective bidder or offeror has a *direct* economic interest will depend upon the circumstances in each case. At a minimum, the interest must be substantial and must be tangibly affected by the administrative action or proposed action concerned in the case. For instance, a bidder or proposer who is fourth in line for award does not have a sufficient economic interest to protest the proposed award of a contract to the low bidder. Second, you must submit the protest in a timely manner. In procurements inviting bids, protests based upon alleged errors, irregularities or, improprieties in a solicitation that are apparent before the bid opening shall be filed before the bid opening. In procurements requesting proposals, protests based upon alleged errors, irregularities or improprieties in a solicitation that are apparent before the closing date for receipt of initial proposals shall be filed before the closing date for receipt of initial proposals. Protests concerning improprieties that do not exist in the initial solicitation, but that are subsequently incorporated into the solicitation, shall be filed by the next closing date for receipt of proposals following the incorporation. In cases other than those just covered, protests shall be filed no later than ten days after a contract is awarded in connection with the procurement action.

Failure to timely protest shall be deemed a waiver of all rights. Third, and finally, your protest shall be in writing and shall include the following information: (1) The name, address, telephone number, and fax number of the protestor; (2) The signature of the protestor or its representative; (3) Identification of the solicitation or contract number; (4) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and (5) The form of relief requested.

Protests should be directed to:

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

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

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

The ASU Alumni Advantage

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

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

- Alumni live worldwide.
- 70 percent of alumni reside in Arizona.
- More than 160,000 alumni live in Maricopa County.
- 11 percent of alumni reside in California.
- 75% of ASU alumni are under the age of 45.
- More than 64% of ASU alums graduated since 1984.
- More than one-third hold post-graduate degrees.
- More than 70 percent of ASU alumni are actively employed.
- 30 percent of alumni earn between \$60,000 and \$90,000 annually.
- 25 percent of ASU alumni earn more than \$90,000 annually.

Specific partnership opportunities exist in a variety of areas.

- Advertise in the quarterly ASU Magazine, mailed to more than 260,000 homes around the world. ASU Magazine is the largest circulation magazine in the Southwest. Our [rate card](http://www.asu.edu/alumni/rate-card) is available for download. <http://www.asu.edu/alumni/>
- Sponsor one of the Association's many programs and events and receive recognition and access to targeted audiences. Events include: Founder's Day in March, Senior Send off in April, Homecoming in the Fall, Travel shows, Career Fairs and many more! Costs from \$500 to \$2500.
- Create a unique partnership with us to suit your needs.
- Establish benefits for ASU alumni by offering targeted discounts and services.

- Advertise on this Web site or on our 55 Chapter/Club websites or in our electronic newsletters, sent out to more than 80,000 people monthly. Cost is \$1000 per month per each advertising venue.

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

Sun Devil Sports Marketing

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

Arizona PBS Delivers...

Eight, Arizona PBS, delivers award-winning, educational, cultural and current events programming to approximately 1.5 million viewers each week. Become an Eight sponsor.

- **Eight delivers – reach.** Comparable to other TV channels, well beyond cable channels and way beyond the top local radio stations and print media. Eight / KAET reaches 85 percent of the people of Arizona.
- **Eight delivers – quality audience.** Business leaders, decision makers, high income households, educated citizens & boomers and spenders with disposable income.
- **Eight delivers – marketing benefits:**
 - Build brand awareness by linking your business with high-quality programs
 - Generate community goodwill through support of public television
 - Promote your offerings to a broad audience at an affordable price
 - Market your brand in an environment free of commercial clutter
- **Eight delivers – multiple media platforms:**
 - TV – Channel 8 and DTV 8.1, 8.2 and 8.3
 - Eight Magazine – 50,000 households each month
 - Web views – www.azpbs.org (100,000 unique visitors a month)
 - E-Marketing – 40,000 email addresses ... and more.

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

SECTION V – PROGRAM AND SERVICE EXPECTATIONS

ASU Online wants to jump start enrollment in key areas where there is high demand. Those key areas or industry verticals are: Education, Nursing RN – BSN/MSN, Business, Criminology/Criminal Justice, Social Work, and BS in Legal Studies. Vendors may propose other verticals where they may have particular expertise or interest. It is the University's intent to initially award to one (1) vendor for one (1) or more industry verticals. The University may, at its option, choose to award in phases to one (1) or more vendors under this Request for Proposal.

The University has developed the following important program and service expectations for the contract. The successful Vendor(s) will be those whose proposal reflects the most responsive and comprehensive understanding of these needs in conjunction with advantageous compensation to the University.

5.1 Management Expectations

- 5.1.1 A professionally managed academic program facilitator that is a leader in the field, offers a best practices approach to program implementation and delivery, and views ASU and ASU Online as a flagship account and an incubator for new programs, technology, services, and management strategies.
- 5.1.2 Management support that is present, involved, responsive, and that enables ASU Online management to be nimble decision makers.
- 5.1.3 A management team that is the best in the field, and one that is exceptionally knowledgeable, experienced, competent and professional in managing all aspects of a large and diverse university academic environment. The management team should be collaborative and collegial with ASU and ASU Online and key customer stakeholders.
- 5.1.4 A communication strategy with ASU Online and both academic and support units that is proactive and accessible.
- 5.1.5 A seamless interface with University systems where necessary.
- 5.1.6 Ongoing, proactive business development and program growth and evolution.

5.2 Programmatic Expectations

- 5.2.1 Overall, deploy and deliver programs in industry verticals at the highest possible levels of service excellence.
- 5.2.2 Achieve ASU's aggressive enrollment objectives for each program.
 - 5.2.2.1 Market programs to advance the brands of ASU and ASU Online, and online learning in general.
 - 5.2.2.2 Provide high quality advertising and other customer communications as necessary to meet enrollment objectives. Such communication should serve to elevate online learning and communicate quality, rigor, and excellence of programs.
 - 5.2.2.3 Provide excellent call center support for prospective students. The support should be highly responsive in terms of time to response, use of technology, and quality of information. The support should not intrude on the professional or personal lives of prospective students.
- 5.2.3 Achieve high retention rates, graduation rates, and student satisfaction within programs, and achieve high learning outcomes relative to face-to-face program variants. Meet or

exceed ASU's targets on all measures. Deploy a success coaching model as necessary to achieve scale as well as meet this expectation.

- 5.2.4 A commitment to working cooperatively and respectfully with the faculty content owners, department chairs, and deans responsible for programs, recognizing that faculty are a critical differentiator for the ASU Online programs.

5.3 Compensation

- 5.3.1 A fair and balanced compensation agreement that supports both the Vendor and ASU and ASU Online in meeting their respective financial objectives.
- 5.3.2 Compensation to ASU sufficient to cover the University's direct and indirect costs and provide funding for future growth and innovation in online learning.
- 5.3.3 A vendor-contributed capital investment plan designed to support the capital development needs of the academic programs over the life of the contract.

5.4 Measurement of Performance and Cost

Vendor shall develop and maintain a system of measurement for performance and cost, with performance measurements of enrollment, retention and graduation objectives as well as student satisfaction and learning outcome metrics. The objective is to show through measurement that ASU Online is a leader in online education.

5.5 Services and Deliverables

Vendor will provide the following services and deliverables to ASU Online:

5.5.1 Planning and Initiation

Vendor will draft a detailed project plan, documenting milestones, for the rollout, administration, and growth of academic programs, and will submit the plan to ASU Online management for review and comment.

5.5.2 Project Management

Vendor will provide scheduling, task assignment, staff supervision and other project management services needed to ensure the timely provision of the services and deliverables contemplated herein. Vendor will also provide regular weekly reporting of and accountability for its progress hereunder to appropriate ASU Online staff and management.

5.6 ASU Resources

ASU will provide the following resources:

5.6.1 Admissions Support

5.6.2 Transcript Support

5.6.3 Limited Advisory Support

5.6.4 Faculty and Course Content. Vendor will be required to work with University faculty to develop courses.

SECTION VI – BEST VALUE PROCESS AND EVALUATION CRITERIA

Arizona State University (the University) is applying a best value process to the vendor selection and implementation for the delivery of the services being requested. Proposals will be evaluated based on the criteria outlined in this section. The best value process consists of three (3) primary stages: 1) selection, 2) pre-planning and risk management, and 3) management by risk minimization and performance measurement.

6.1 EVALUATION CRITERIA AND WEIGHTS

6.1.1 Responsiveness (Pass/Fail)

The University shall only consider Proposals from financially responsible firms presently engaged in the business of providing Online Course Delivery Services.

Vendors must prepare proposals that follow the format and sequence specified in this RFP. This includes providing complete information and adherence to the format of any attachments.

6.1.2 The award will be made to the most responsible vendor(s) whose proposal is determined to be the most advantageous to the University, based on the following criteria (in order of importance):

35 Points	Interview with demonstration	Refer to 6.2.7
15 Points	RAVA (2 pages)	Refer to 6.2.3
15 Points	Base Financial Plan (1 page)	Refer to 6.2.6
15 Points	Vendor Scope & Financial Plan (3 pages)	Refer to 6.2.2.2
10 Points	Past Performance Information	Refer to 6.2.5
5 Points	Base Scope Plan (2 pages)	Refer to 6.2.2.1
5 Points	Schedule (1 page)	Refer to 6.2.3

The University shall also consider Cost Reasonableness of the potential Best-Value as outlined in 6.3.2.

6.2 BEST VALUE PROCESS OVERVIEW

The first stage of the best value process is the Selection stage that focuses on a Proposer's ability to differentiate itself based upon the ability to identify, prioritize, and minimize risks, add differential value to the University and show a high level of past performance on behalf of other clients. The University has made the assumption that each Proposer can provide Online Course Delivery Services that will fulfill the minimal needs of the University. Instead of focusing on this minimum expectation, the University is allowing Proposers to compete based on value and their ability to maximize the University's satisfaction. Consequently, the submitted proposals should be brief, show differentiation, and allow ASU to make a data-based decision on which firm is the best value vendor is for the University and its Online and Extended Campus Office. It is imperative that each Proposer realize that what is written in the proposals and discussed in the interview will become part of the successful Proposer's final contract.

The second stage is a Pre-planning and Risk Management period that takes place prior to the award of the contract.

The third stage is the Management by Risk Minimization and Performance Metrics for the life of the contract. The successful Vendor will be expected to report weekly (for the life of the

contract) on the performance and risk level of the service. The successful Vendor must establish a system that can track and document the risk and performance of the project for the University's use in monitoring the contract.

6.2.1 PROPOSAL FORM (Attachment 2)

The Vendor will prepare and submit a Proposal Form. The Proposal Form requires the following information:

6.2.1.1 Identify the critical individuals that the Vendor will use for the duration of this project. This will include the Regional VP or equivalent (the person able to make financial decisions for this project), and the Program Administrator/Manager (the lead point of contact responsible for this project).

6.2.1.2 Financial model based on a tuition rate of \$250 per student credit hour (not including any fees) and based on 1000 students for one (1) academic year hosted on the University's existing servers and Blackboard platform. This is a base line for comparison only.

6.2.1.3 The signature of the person who is certifying that they have authority to make the offer for their firm.

6.2.2 SCOPE PLANS (Attachments 3 & 4)

The purpose of the Scope Plan is to identify the vendor's ability to generate a concise synopsis of the Scope that will be performed to complete the project or service. The Scope Plan should be a succinct summary of the project. The Scope Plan should be used to prove to the client that the vendor can visualize what they are going to do before they do it.

6.2.2.1 The Base Scope Plan (2 pages) should be developed around fulfilling the client's scope requirements within the known project constraints of fee, time, and expected quality. The Scope Plan must show the vendor's impression of the project in terms of scope alignment within the clients expected fee structure and schedule requirements. The Scope Base Scope Plan should be based on a tuition rate of \$250 per student credit hour (not including any fees) and based on 1000 students for one (1) academic year hosted on the University's existing servers and Blackboard platform.

- Describe how you will execute the delivery of the program in terms of major tasks, steps, or work packages.
- Describe how you will achieve the objectives of the program as described.
- Describe how you will integrate with the University's existing Programs.
- Describe how you will integrate with the University's IT platforms.
- Describe your plan for customer service, both to the University and to the students.
- Describe how you will promote the value of this program to encourage higher enrollment.
- Identify what deliverables will be expected of the University. What will be provided and what will not?
- Identify the cost structure and how it may be affected by amount of enrollment.

6.2.2.2 The Vendor Created Scope & Financial Plan (3 pages)

The purpose of the Vendor Created Scope & Financial Plan is a more creative approach to the University's suggested plan and should include the following:

- What is the best way to run the program?
- Describe what would be the optimal financial arrangement.
- Describe the cost model and how it will be affected by the growth of enrollment over five (5) years.
- Describe what the optimal verticals would be and why.
- Describe what would be the best length of a contract.
- Identify what is the best platform for the project.

In order to minimize any bias, the Scope Plans must NOT contain any names that can be used to identify who the vendor is (such as company names, personnel names, project names, or product names). A Scope Plan template is provided in this document and must be used by all vendors. Vendors are NOT allowed to re-create, re-format, or modify the template (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc). An electronic copy of this document is available for download and must be used.

www.pbsrq.com/pips/current/asu/pilots/online-edu-services/.

The Scope Plans must NOT exceed the page limits identified above (front side of page only).

All Scope Plans will be rated comparatively to one another. They will be rated on a scale of 1-10 with 10 representing the highest score and 1 representing the lowest score. If all the Scope Plans are the same, they will receive the same score, and the Scope Plan will have little impact in the selection. Therefore, it is the vendor's responsibility to prove to the client that they have more expertise from their competitors.

6.2.3 RISK ASSESSMENT AND VALUE ADDED PLAN (Attachment 5)

Overview of the Risk Assessment Section

The Vendor should list and prioritize major risk items that are unique to this project. This includes areas that may cause the project to not be completed on time, not finished within budget, generate any change orders, or may be a source of dissatisfaction for the owner. Risks can include things that you control and things that you do not control. The risk should be non-technical, but should also contain enough information to describe to a reader why the risk is a valid risk. The Vendor must also explain how they will avoid or minimize the risk from occurring. If the Vendor has a unique method to minimize the risk, they should explain it in non-technical terms. Note: the potential best-valued Vendor will be required to minimize the risks identified by all Vendors.

Overview of the Value Added Section

The purpose of the Value Added Plan is to provide vendors with an opportunity to identify any value added options or ideas that may benefit the client or service. These options or ideas may also be referred to as additional or optional services. If the vendor can include more scope or service within the constraints of the Universities, they should provide an outline of potential value added options. All value added options must be related to a cost impact. Remember: All value added ideas must NOT be included in the base proposal fee. Prior to award, the University will determine if the value added items will be accepted or rejected.

Objective of the RAVA Plan

The Risk Assessment and Value Added (RAVA) Plan is used to identify the Vendor's ability to generate a concise synopsis of their plan of work that will be used to complete the project or

service. The RAVA Plan has two (2) major components, including a Risk Assessment Plan and a Value Added Plan. The RAVA Plan serves several purposes, including:

1. Assist the client in prioritizing vendors based on their ability to understand the project.
2. Assist the vendor in visualizing what they are going to do before they do it.
3. Minimize the effort of experienced companies who are competing for the project/service.
4. Provide high performing vendors the opportunity to differentiate themselves from their competitors due to their experience and expertise.

The RAVA Plans should not contain any marketing information. The Plan should be used to prove to the client that the vendor has expertise on the specific project/service being proposed on. The RAVA Plan will become part of the final contract.

RAVA Plan Format

In order to minimize any bias, the RAVA Plan must NOT contain any names that can be used to identify who the vendor is (such as company names, personnel names, project names, or product names). A RAVA Plan template is provided in this document and must be used by all vendors. Vendors are NOT allowed to re-create, re-format, or modify the template (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc). An electronic copy of this document is available for download and must be used.

www.pbsrq.com/pips/current/asu/pilots/online-edu-services/.

The University's goal is to make the selection process as efficient as possible. Efficiency is to minimize the effort of all participants. Therefore, the RAVA Plan should be a brief and concise overview of the project. The RAVA Plan must NOT exceed 2 pages (front side of page only).

Evaluation of RAVA Plan

Since there are no names in the RAVA Plans, any personal bias that an evaluator may have towards any vendor (positive or negative) will be minimized. All RAVA Plan's will be rated comparatively to one another. They will be rated on a scale of 1-10 with 10 representing the highest score and 1 representing the lowest score. Vendors should keep in mind that the RAVA Plan is only one step in the selection process. If all the RAVA Plans are the same, they will receive the same score, and the RAVA Plan will have little impact in the selection. Therefore it is the vendor's responsibility to prove to the client that they have more expertise from their competitors.

6.2.4 TRANSITIONAL MILESTONE SCHEDULE

The Transition milestone schedule should identify key action steps and milestone dates for transition to the new delivery of online services.

In order to minimize any bias, the schedule must NOT contain any names that can be used to identify who the vendor is (such as company names, personnel names, project names, or product names). The Schedule Plan must NOT exceed 1 page (front side of page only).

6.2.5 PAST PERFORMANCE INFORMATION (PPI) (Attachment 6)

The University will be analyzing past performance information on the Vendor, the Regional VP (or equivalent), and the Program Administrator/Manager of this project. Vendor is encouraged to only submit highly satisfied references. Please review (Attachment 6) for detailed instructions on

collecting and submitting PPI for this proposal. The maximum number of references that will be evaluated are:

- 10 Vendor references relating to any type of Online Course Delivery service
- 5 references for the Regional VP or equivalent
- 5 references for the Dedicated Program Administrator/Manager

6.2.6 BASE FINANCIAL PLAN

The Base Financial Plan should be should be based on a tuition rate of \$250 per student credit hour (not including any fees) and based on 1000 students for one (1) academic year hosted on the University's existing servers and Blackboard platform. The Base Financial Plan will be the final cost and will not be negotiated. The University will evaluate the financial information in the following manners:

- The cost structure and how it may be affected by the amount of enrollment
- Identify if there is a cost difference based on the amount of verticals delivered

In order to minimize any bias, the Financial Plan must NOT contain any names that can be used to identify who the vendor is (such as company names, personnel names, project names, or product names). The Financial Plan must NOT exceed 1 page (front side of page only).

6.2.7 INTERVIEW

If necessary, the University may shortlist the top rated firms based on the collected information (financial, RAVA Plan, Scope Plan, and PPI). Shortlisted Vendors will be required to participate in an interview period that will include a short demonstration of an existing program. The University may interview all critical team components, including (but not limited to):

- Regional VP or equivalent (the person able to make financial decisions for this project)
- The Dedicated Program Administrator/Manager (the lead point of contact responsible for this project)

The University may also request to interview additional personnel. The University will interview individuals separately (but also reserves the right to interview as a group). No other individuals from the Vendors organization will be allowed to sit in or participate during the interviews.

Important Note: All proposed team members must be the actual personnel who will be working on this account and must be available in person for interviews on the date specified in this solicitation. No substitutes, proxies, phone interviews, or electronic interviews will be allowed. Individuals who fail to attend the interview will not be given a score which may jeopardize the firm's competitiveness. If awarded the project, all interview statements will become part of the final contract.

6.3 SELECTION PROCESS

6.3.1 ANALYSIS OF PROPOSALS

Proposals will be evaluated based on the criteria and weights outlined in Section VI. The University will use a decision making tool to assist in analyzing and prioritizing the proposals based on the submitted information.

The University will determine the potential best-valued vendor who, in the sole judgment of the University, best meets the RFP requirements. The University reserves the right to cancel and/or reject all proposals.

6.3.2 COST REASONABLENESS

To ensure the optimum use of public funds, the University shall review the cost reasonableness of the prioritized vendors. If the highest ranked Vendor's overall cost is within 10% of the second highest ranked Vendors cost, the University may proceed to invite the highest ranked vendor to the Pre Award. If the highest ranked Vendor's overall cost is greater than 10% of the second highest ranked Vendors cost, the University reserves the right to invite the second highest ranked vendor to the Pre Award.

6.3.3 PRE AWARD PHASE

The potential best-valued Vendor will be required to perform the Pre-Award functions as outlined in Attachment 7. The intent of this period is to allow the Vendor an opportunity to clarify any issues or risks and to prepare a Pre Award Document.

The Pre Award Period is not a negotiation period. The Vendor will not be permitted to modify their cost/fee/financial rates, project durations, or project team unless the University requests changes. The potential best-valued Vendor will be required to conduct a Pre-Award Meeting. If the University is not satisfied upon completion of the Pre-Award Meeting, the University may consider another Vendor for potential award (this Vendor would also have to conduct a Pre-Award Meeting). If the University is satisfied with the potential best-value, they will proceed to issue an Award and Notice to Proceed.

6.4 POST AWARD PROCEDURES

6.4.1 WEEKLY RISK REPORTING SYSTEM

The awarded Vendor will be required to submit weekly reports documenting risks on the project, as outlined in Attachment 8. The reports are due every Friday, once a notice to proceed is issued, until the project/service is 100% completed. It is the vendor's responsibility to submit accurate reports on time. The accuracy and on-time submittal of the reports will impact the vendor's final rating.

6.4.2 PERFORMANCE REPORTS

The Vendor will be required to work with the University and its consultant to develop, design, and provide reports that will document the performance of their services on a monthly and yearly basis. The selected vendor's participating in this development, design, and provision of these reports will be at the vendor's own cost and will not cost the University additional funds. The selected vendor may also be expected to attend training, at its own expense, regarding the provision of these reports. The monthly reports shall provide dominant information on the status of the project. Along with the monthly reports, the vendor will also be required to collect and compile student satisfaction surveys once per year. The details of the required documented reports shall be finalized during the Pre Award Phase.

6.4.3 POST PROJECT EVALUATION

Upon completion of the project, the Vendor will be evaluated based on their performance on the project. This includes, but is not limited to: overall quality, ability to manage the project, ability to minimize complaints, ability to minimize University efforts, ability to service the students,

submission of accurate weekly reports, and submission of accurate monthly and yearly reports. The final rating will be used to modify the Project Teams PPI scores by 50% (including the vendor, and critical individuals). The modified rating will be used for competition on future projects at the University.

SECTION VII – FORM OF PROPOSAL/SPECIAL INSTRUCTIONS

To facilitate direct comparisons, your proposal shall be submitted in the following format, listed in order, and index tabbed to match. If proposer fails to provide any of the following information, with the exception of the mandatory proposal certification, the University may, at its' sole option, ask the proposer to provide the missing information or evaluate the proposal without the missing information.

- 7.1 Executed Mandatory certifications and Substitute W-9 as per Section XI.
- 7.2 Statement of willingness to sign a contract. Itemize and clearly state any proposed changes to the terms and conditions stated.
- 7.3 RFP Cover Page and Checklist
- 7.4 Proposal Form
- 7.5 Base Scope Plan
- 7.6 Vendor Scope and Financial Plan
- 7.7 Risk Assessment and Value Added Plan (RAVA Plan)
- 7.8 Past Performance Information

SECTION VIII –PROPOSER INQUIRY FORM

Pre-Proposal Questions, General Clarifications, etc.

PROJECT NAME: Online Course Delivery Services

PROPOSAL NUMBER: 281002

INQUIRY DEADLINE: 3:00 PM, MST, March 9, 2010

QUESTIONS ON: ORIGINAL PROPOSAL or ADDENDUM NO.

SECTION NUMBER:

WRITER:

FAX NO. PHONE NO.

COMPANY:

COMPANY E-MAIL ADDRESS:

DATE:

QUESTIONS:

SECTION IX – TERMS & CONDITIONS

1. **PAYMENT.** Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes relating to time and manner of submission of claims. The University's obligation is payable only and solely from funds appropriated for the purpose of this Agreement. The payment terms for this Agreement are Net 30 days. An invoice shall be submitted directly to the University's Payables and Reimbursements Department, unless otherwise directed. Any delays in payment are usually attributable to one of the following: failure of the supplier to submit an invoice to Payables and Reimbursements, dissatisfaction of the requesting department with the order delivered by the supplier, and a variance of the dollar amounts on the purchase order, the receiver, and the invoice. The interest rate on overdue payments is eighteen (18) percent APR. Such interest will begin accruing on the thirty-first (31st) day after the latest date of: the date of a valid purchase order, the date a correct supplier invoice is received at Payables and Reimbursements, and the date of delivery of an order that is satisfactory to the requesting department. Any claims for interest must be substantiated by copies of documents that show the date of the valid purchase order, the date a correct invoice was delivered to Payables and Reimbursements, and the date an order was delivered to the requesting department. The University may adjust the interest period, or deny the interest claim, based upon their documentation that there was no valid purchase order, that an incorrect invoice was submitted, that the order delivered was not satisfactory, or that the dates of any event were other than as claimed.
2. **REMEDIES AND APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. The University and Proposer shall have all remedies afforded each by said law.
3. **FORCE MAJEURE.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.
4. **ANTI-KICKBACK.** In compliance with FAR 52.203-7, the University has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operations and direct business relationships.
5. **GRATUITIES.** The University may, by written notice to the Proposer, cancel this Agreement if it is found by the University that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Proposer, or any agent or representative of the Proposer, to any officer or employee of the State of Arizona with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract. In the event this Agreement is canceled by University pursuant to this provision, the University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Proposer in providing such gratuities.
6. **MODIFICATIONS.** This Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.
7. **ASSIGNMENT-DELEGATION.** No right or interest in this Agreement shall be assigned, or any obligation delegated, by Proposer without the written permission of the University. Any attempted assignment or delegation by Proposer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. **INTERPRETATION-PAROL EVIDENCE.** This writing is intended by the parties as a final expression of their Agreement and is intended also as a complete and exclusive statement of the terms of their Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this Agreement, the definition contained in the Code is to control.
9. **EQUAL OPPORTUNITY CLAUSE.** The Provisions of Section 202 of Executive Order 11246.41, C.F.R. §60-1.4.41, C.F.R. §60-250.4 and 41, and C.F.R. §60-741.4 are incorporated herein by reference and shall be applicable to this Agreement unless this Agreement is exempted under the rules, regulations or orders of the Secretary of Labor.
10. **TERMINATION FOR DEFAULT.** In the event that the Proposer shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the University may notify the Proposer in writing of such failure and demand that the same be remedied within 10 days. Should the Proposer fail to remedy the same within said period, the University shall then have the right to terminate this Agreement.
11. **NO WAIVER.** No waiver by University of any breach of the provisions of this Agreement by the Proposer shall in any way be construed to be a waiver of any future breach or bar the University's right to insist on strict performance of the provisions of the Agreement.
12. **TERMINATION.** The University may by written notice, stating the extent and effective date terminate this order for convenience in whole or in part, at any time. University shall pay the Proposer as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by the Proposer as approved by the University, with respect to the undelivered or unacceptable portion of this order, provided compensation hereunder shall in no event exceed the total order price.
13. **CANCELLATION OF STATE CONTRACT.** In accordance with A.R.S. §38-511, this Agreement may be canceled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the University is, at anytime while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.
14. **LABOR DISPUTES.** Proposer shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance under this Agreement.
15. **CONTRACT CLAIMS AND CONTROVERSIES.** All contract claims and controversies arising under this Agreement shall be resolved pursuant to the Arizona Board of Regents procurement procedures, section 3-809, in particular section 3-809C.
16. **CANCELLATION FOR LACK OF FUNDING.** This Agreement may be canceled without any further obligation on the part of the Arizona Board of Regents and Arizona State University in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. The Proposer shall be notified in writing of such non-appropriation at the earliest opportunity.

17. **ASSIGNMENT OF ANTI-TRUST OVERCHARGE CLAIMS.** The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, the Proposer hereby assigns to the Arizona Board of Regents for and on behalf of the University any and all claims for such overcharges.
18. **INSPECTION AND AUDIT.** All books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the Arizona Board of Regents, Arizona State University or the Auditor General of the State of Arizona, or their agents for five (5) years after completion of this Agreement. Such records shall be produced at Arizona State University, or such other location as designated by Arizona State University, upon reasonable notice to the Proposer.
19. **INSOLVENCY.** The University shall have the right to terminate this Agreement at any time in the event Proposer files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Proposer and not discharged within thirty (30) days; or if Proposer becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Proposer or its business.
20. **ADVERTISING.** Proposer agrees that it will not use Arizona State University or any of its names or trademarks in any Proposer advertising.
21. **INDEMNIFICATION.** Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.
22. **PARKING.** The Proposer shall obtain all parking permits and/or decals required while performing work on University premises. The Proposer should contact the Parking and Transit Department, Administration Division at 480-965-6406.
23. **OFFSHORE PERFORMANCE OF WORK PROHIBITED.** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve Arizona State University and may involve access to secure or sensitive data or personal client data or development or modification of software for the University shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers.

24. **NON-DISCRIMINATION.** The successful contractor or supplier shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non – Discrimination, and Immigration.
25. **UNIVERSITY WEAPONS POLICY.** The University prohibits the use, possession, display, or storage of any weapon, explosive device, or fireworks on all land and buildings owned, leased, or under the control of the university or its affiliated or related entities, in all university residential facilities (whether managed by the university or another entity), in all university vehicles, and at all university or university-affiliate sponsored events and activities, except as provided in §12-781 of the *Arizona Revised Statutes* or unless written permission is given by the ASU Police Department (ASU PD). Notification by vendors to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees, or licensees of vendor (Vendor Parties) of this policy is a condition and requirement of the contract. Vendor further agrees to enforce this contractual requirement against all Vendor Parties.
26. **SUSTAINABILITY REQUIRMENTS. Arizona State University is dedicated to acquiring products and services that meet Sustainability requirements.** Indicate any business practices or technology that meets the following criteria.
- For the purpose of judging Sustainability the following description applies: A process of current or developing business practices and technologies that restore and enhance the environment by supplying products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance or disposal of the product or service.
27. **PAYMENT CARD INDUSTRY DATA SECURITY STANDARD.** For e-commerce business and/or credit card transactions, Proposer agrees to be bound by the requirements and terms of the Rules of all applicable Card Associations, as amended from time to time, and be solely responsible for security and maintaining confidentiality of Card transactions processed by means of electronic commerce up to the point of receipt of such transactions by Bank.
- Proposer is required to be in compliance with the requisites of the SAS 70 and/or Payment Card Industry Data Security Standard and provide written attestation of compliance annually.
28. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352).** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining and Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
29. **DEBARMENT AND SUSPENSION.** Recipients shall fully comply with the requirements stipulated in Subpart C of 45 CFR 620, entitled “Responsibilities of Participants Regarding Transactions”. The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 45 CFR 620, entitled “Covered Transactions”, includes a term or condition requiring compliance with Subpart C. The recipient also is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transaction. The recipient acknowledges that failing to disclose the information required under 45 CFR 620.335 may result in the termination of the award, or pursuance of other available

remedies, including suspension and debarment. Recipients may access the Excluded Parties List System at <http://epls.arnet.gov>.

30. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

SPECIAL TERMS AND CONDITIONS

31. **E-COMMERCE.** Arizona State University has adopted a Visa Card from JP Morgan Chase Bank as its Purchasing Card. The University is very interested in adopting electronic methods of ordering from suppliers and in making associated payments with its Purchasing Card.
32. **COPYRIGHT OWNERSHIP.** Proposer's work under this agreement is "work for hire" for purposes of the copyright laws of the United States and any foreign countries, and title to any subject copyright will vest with the University.

If for any reason the Work would not be considered a work made for hire under applicable law, Proposer sells, assigns, and transfers to University all rights and title to the copyright in the Work, related registrations and copyright applications, and any related renewals and extensions. This grant of rights and assignment extends to all works based upon, derived from, or incorporating the Work, to all income, royalties, damages, claims and payments payable now or later, to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and to all corresponding rights throughout the world.

If the Work is one to which the provisions of 17 U.S.C. 106A apply, the Author waives and appoints University to assert on the Proposer's behalf the Proposer's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including removal or destruction) or the making of any derivative works based on the Work, including photographs, drawings or other visual reproductions of the Work, in any medium, for university purposes.

Proposer agrees to execute all papers and to perform other proper acts as University may deem necessary to secure these rights for University or its designee.

33. **INSURANCE REQUIREMENTS.** Without limiting any liabilities or any other obligation of the Proposer, the Proposer shall purchase and maintain (and cause its subcontractors to purchase and maintain), in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least A- VII in the current A.M. Best's, the minimum insurance coverage below. **Minimum requirements are subject to change based on scope of work and contract awarded.**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The University in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents,

representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• ProductsCompleted Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language:
“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.
- b. Policy shall 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 the Contractor.

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

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

3. Technology Errors and Omissions

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

Coverage to include:

- Systems analysis;
- Software design;
- Systems programming;
- Data processing;
- Systems integration;
- Outsourcing including outsourcing development and design;
- Systems design, consulting, development and modification;

- Training services relating to computer software or hardware;
 - Management, repair and maintenance of computer products, networks and systems;
 - Marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; and
 - Data entry, modification, verification, maintenance, storage, retrieval or preparation of data output.
- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
 - b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to Arizona State University, Purchasing and Business Services, PO Box 875212, Tempe, Arizona 85287 and shall be sent by certified mail, return receipt requested.

D. VERIFICATION OF COVERAGE: Contractor shall furnish the University with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the University before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Arizona State University, Purchasing and Business Services, PO Box 875212, Tempe, Arizona 85287. The University project/contract number and project description shall be noted on the certificate of insurance. The University reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

E. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the University separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

- 34. SALES AND USE TAX.** The Proposer agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable state sales excise tax law and compensation use tax law and all amendments to same. The Proposer further agrees to indemnify and save harmless the University, of and from any and all claims and demands made against it by virtue of the failure of the Proposer or any subcontractor to comply with the provisions of any or all said laws and amendments. The University is not exempt from state sales excise tax and compensation use tax, except for equipment purchased for research or development under the provisions of A.R.S. §42-5159 (B) (14). Any equipment ordered as tax exempt shall be invoiced separately from taxable systems, even if purchased on the same purchase order from the University.
- 35. PERSONNEL.** Employees of the Proposer assigned to the project and identified by name in the proposal shall remain dedicated to this project. Personnel changes shall be permitted only with prior notification and approval of the University.
- 36. THE ARIZONA STATE UNIVERSITY CONFIDENTIAL FINANCIAL INFORMATION AGREEMENT IS REQUIRED.** This agreement is necessary to comply with the requirements of the "Gramm Leach Bliley Act" dealing with the confidentiality of customer information and the Safeguarding Rule.
- 37. The University and Contractor recognize that student educational records are protected by the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g).** FERPA permits disclosure of student record information to "other school officials" who have a legitimate educational interest in the information. The federal Family Compliance Office has recognized that institutions can designate other entities, including vendors and consultants, as "other school officials". Designated representatives of Contractor will be designated as "other school officials" for purposes of this Agreement. No designated representative of the Contractor shall disclose information it receives under this agreement to any third party, except with the consent of the student or as required by law. Any disclosures made by the Contractor should comply with the University's definition of legitimate educational purpose. If any designated representative discloses or misuses any educational record, the University will take appropriate action against the designated representative that is similar to action ASU would take against one of its employees who disclosed or misused the educational records of its students.

SECTION XI – MANDATORY CERTIFICATIONS & SUBSTITUTE W-9

CONFLICT OF INTEREST CERTIFICATION

(date)

Purchasing and Business Services

Arizona State University

PO Box 875212

Tempe, AZ 85287-5212

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

- () There is no officer or employee of Arizona State University who has, or whose relative has, a substantial interest in any contract resulting from this request.
- () The names of any and all public officers or employees of Arizona State University who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification.

(firm)

(email address)

(address)

(signature required)

(Phone)

(print name)

(fax)

(print title)

(Federal Taxpayer ID Number)

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

FEDERAL DEBARRED LIST CERTIFICATION

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

(date)

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

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

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

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

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

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

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

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

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

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

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

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

(firm)

(email address)

(address)

(signature required)

(Phone)

(print name)

(fax)

(print title)

(Federal Taxpayer ID Number)

(Purchasing 01-31-2007)

ANTI-LOBBYING CERTIFICATION

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

(date)

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

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

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

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

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

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

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

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

(Signature page follows)

(firm)

(email address)

(signature required)

(print name)

(print title)

(address)

(Phone)

(fax)

(Federal Taxpayer ID Number)

(Purchasing 01-31-2007)

SUDAN OR IRAN BUSINESS OPERATIONS CERTIFICATION

(date)

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

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

(firm)

(email address)

(signature required)

(print name)

(print title)

(address)

(Phone)

(fax)

(Federal Taxpayer ID Number)

(Purchasing 02-18-2009)

LEGAL WORKER CERTIFICATION

(date)

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

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

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

(firm)

(email address)

(signature required)

(print name)

(print title)

(address)

(Phone)

(fax)

(Federal Taxpayer ID Number)

(Purchasing 09-23-2008)

SUPPLIER SUSTAINABILITY QUESTIONNAIRE

Company Name: _____

Date: _____

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

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

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

2. What type of sustainable packaging/shipping materials do you use? Please check the items that apply.

- ☐ Our packaging/shipping materials are recyclable
 - ☐ Our packaging/shipping materials are reusable
 - ☐ Our packaging/shipping materials are bio-degradable
 - ☐ Our packaging/shipping materials are made from 100% post-consumer recycled materials
- Other – describe other types of sustainable packaging/shipping materials you use:

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

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

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

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

- ☐ We are evaluating what the company can do to minimize the environmental costs associated with shipping
- ☐ We combine deliveries with customer visits

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

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

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

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

- ☐ No, my company HAS NOT been cited for non-compliance of an environmental or safety issue.
- ☐ Yes, my company HAS been cited for non-compliance of an environmental or safety issue.
State the reason, date and outcome of the citation

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

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

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

- ☐ We are developing web-based documentation of "Green" initiatives (provide link)
- ☐ Our website includes "Green" reference information (provide link)

- ☐ Our website contains an environmental policy statement (provide link)
- ☐ Our website includes materials that document company's "Green" initiatives (provide link)
- ☐ Our website contains our company's Sustainability Report (provide link)
- Other – Does your company have other web-based materials available documenting your "Green" initiatives? (provide link)

9. If you are providing a product, does the manufacturer of the product that you are bidding/proposing have an environmental policy statement? Please check the item that applies.

- ☐ No, the manufacturer of the product that I am bidding/proposing DOES NOT have an environmental policy statement
- ☐ Yes, the manufacturer of the product that I am bidding/proposing HAS an environmental policy statement

Provide Environmental Policy Statement

10. If you are providing a product, has the manufacturer of the product that you are bidding/proposing ever been cited for non-compliance of an environmental or safety issue? Please check the item that applies.

- ☐ No, the manufacturer of the product that I am bidding/proposing HAS NOT been cited for non-compliance of an environmental or safety issue
- ☐ Yes, the manufacturer of the product that I am bidding/proposing HAS been cited for non-compliance of an environmental or safety issue

Provide reason, date and outcome of the citation

11. Has an environmental life-cycle analysis of the product that you are bidding/proposing been conducted by a certified testing organization, such as Green Seal? Please check the item that applies.

- ☐ No, an environmental life-cycle analysis of the product that I am bidding/proposing HAS NOT been conducted by a certified testing organization, such as Green Seal
- ☐ Yes, an environmental life-cycle analysis of the product that I am bidding/proposing HAS been conducted by a certified testing organization, such as Green Seal.

Provide certification

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

RETURN TO ASU	ARIZONA STATE UNIVERSITY SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM	DO NOT SEND TO IRS
Foreign persons who are non-residents for US Tax purposes do not complete the ASU Substitute W-9 form. Instead, complete IRS Form W-8 BEN available at http://www.irs.gov/pub/irs-pdf/fw8ben.pdf		
► Taxpayer Identification Number (TIN)		☐ Employer ID Number (EIN) ☐ Social Security Number (SSN)
► LEGAL NAME: (must match TIN above)		
Are you doing business in Arizona for purposes of sales/use tax collection and remittance? ☐ Yes ☐ No		
If "Yes" please provide Arizona License # _____ and sales/use tax rate charged _____ % DUNS# _____		
► LEGAL MAILING ADDRESS:	(Where tax information and general correspondence is to be sent)	
DBA/Branch/Location:		
ADDRESS:		
ADDRESS LINE 2:		
CITY:		ST:
		ZIP:
► REMIT TO ADDRESS:	☐ Same as Legal Mailing Address	
DBA/Branch/Location:		
ADDRESS:		
ADDRESS LINE 2:		
CITY:		ST:
		ZIP:
► ENTITY TYPE		
☐ Individual (not a business)	☐ Sole proprietor (individually owned business) or sole proprietor organized as LLC or PLLC	☐ Corporation (NOT providing health care, medical or legal services)
☐ The US or any of its political subdivisions or instrumentalities	☐ A state, a possession of the US, or any of their political subdivisions or instrumentalities	☐ Tax-exempt organizations under IRC §501
		☐ Corporation (providing health care, medical or legal services)
		☐ Partnership, LLP or partnership organized as LLC or PLLC
		☐ An international organization or any of its agencies or instrumentalities
		☐ State of Arizona Employee
► CERTIFICATION		
Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me),		
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me I am no longer subject to backup withholding,		
3. I am a U.S. person (including a resident alien).		
Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.		
The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding		
Signature of U.S. Individual		Date:

NOTE: IF BOTH PAGES OF THIS FORM ARE NOT COMPLETED THE FORM WILL BE RETURNED TO YOU. Arizona State University (ASU) is fulfilling a mandate associated with state agencies increasing procurements from Arizona Small and Diverse Businesses.

RETURN TO ASU	ARIZONA STATE UNIVERSITY SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM		DO NOT SEND TO IRS
► Legal Name:		TIN:	
SECTION 1 - FEDERAL INFORMATION - REQUIRED			
What is the <u>Federal</u> classification type of your business? - See definitions on link below. (S.B.A. Small Business definition FAR 19.001 and size standards FAR 19.102) http://www.sba.gov/size			
LARGE Business? YES ☐ NO ☐ SMALL Business? YES ☐ NO ☐			
Please check <u>all that apply</u> to your business for Federal Supplier Type:			
Service Disabled Veteran Owned (VD) ☐	Small Disadvantaged (SD) ☐	Women Owned (WO) ☐	
Veteran Owned (VO) ☐	Minority Institution (MI) ☐	HUB Zone (HZ) ☐	
SECTION 2 - STATE OF ARIZONA SMALL BUSINESS INFORMATION - REQUIRED			
Are you self-certified according to this State of Arizona definition? <i>"100 full-time employees or less <u>OR</u> \$4 million in volume or less in the last fiscal year"</i>		YES ☐	NO ☐
Per FAR 52.219-1 and under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUB Zone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall be punished by imposition of fine, imprisonment, or both; be subject to administrative remedies, including suspension and debarment; and be ineligible for participation in programs conducted under the authority of the Act.			
Print Name:			
Signature:			
PHONE:		FAX:	
VENDOR – LIST PRODUCT or SERVICE PROVIDED			
IF BUYER NAME IS LISTED PLEASE RETURN TO BUYER	Buyer: Lorie Sheppard	Phone: 480.727.6954	Fax: 480.965.2234

NOTE: *IF BOTH PAGES OF THIS FORM ARE NOT COMPLETED THE FORM WILL BE RETURNED TO YOU.* Arizona State University (ASU) is fulfilling a mandate associated with state agencies increasing procurements from Arizona Small and Diverse Businesses.

ATTACHMENT 1 – RFP COVER PAGE AND CHECKLIST

The Vendor must complete and submit this Attachment. This Attachment shall be the cover page for the Vendor's Proposal. DO NOT MODIFY THE FORMAT OF ANY OF THE REQUIRED ATTACHMENTS.

Project Number:	RFP 281002
Project Name:	ONLINE COURSE DELIVERY SERVICES

Vendors Name:	
Address:	
City:	
State:	
Zip Code:	
Point of Contact for this RFP:	
Phone:	
Fax:	
Email:	

The following documents are required for this proposal (please mark off each document to acknowledge that you have submitted the document in the proper format):

- ☐ Section XI Complete and submit mandatory certifications
- ☐ Attachment 1 Complete and staple as cover page in your proposal (no binders)
- ☐ Attachment 2 Fill in all required information on Proposal Form
- ☐ Attachment 3 Complete and submit Base Scope Plan (2 pages)
- ☐ Attachment 4 Complete and submit Vendor Scope & Financial Plan (3 pages)
- ☐ Attachment 5 Complete and submit RAVA Plan (2 pages)
- ☐ Attachment 6 Email a "Reference List" for each critical component
- ☐ Attachment 6 Compile and submit surveys for each critical component

The following checklist must also be completed.

- ☐ Yes ☐ No Is your Base Scope Plan 2 pages or less?
- ☐ Yes ☐ No Is your RAVA Plan 2 pages or less?
- ☐ Yes ☐ No Is your Vendor Scope & Financial Plan 3 pages or less?
- ☐ Yes ☐ No Is your Financial Form 1 page or less?
- ☐ Yes ☐ No Do you understand that Scope Plans, RAVA Plan and schedule can NOT contain any names, past projects, or information that may used to identify who your firm is?
- ☐ Yes ☐ No Do you understand that you cannot re-create the RAVA Plan and Scope Plans template (you must download it online)?
- ☐ Yes ☐ No Do you understand that you are NOT allowed to alter font size, add colors, or add pictures or graphs, to the RAVA Plan and Scope Plans?
- ☐ Yes ☐ No Do you understand that if awarded the project, the contents of the RAVA Plan and Scope Plan will become part of the final contract?

ATTACHMENT 2 – PROPOSAL FORM

SECTION 1 - CRITICAL TEAM MEMBERS

Name of Firm: _____

Name of Regional VP or
equivalent*: _____

Name of Program
Administrator/Manager*: _____

** If awarded the contract, these individuals cannot be switched for the duration of the contract unless permitted by the University.*

SECTION 2 – BASE SCOPE FINANCIAL PROPOSAL

The Base Scope Financial Proposal should be based on a tuition rate of \$250 per student credit hour (not including any fees) and based on 1000 students for one (1) academic year hosted on the University's existing servers and Blackboard platform. Submit as a percentage of total tuition.

Year 1 Year 2 Year 3 Year 4 Year 5

Percentage of tuition: _____

SECTION 3 – SIGNATURE

The person signing this Proposal certifies that they have the authority to make the offer for their firm.

Name of Company

Printed Name of Firm Representative

Signature of Firm Representative

Date

Email

Phone

Fax

ATTACHMENT 3 – BASE SCOPE PLAN

This template must be used. Modifications to the format of this template will result in disqualification (i.e. altering font size, altering font type, adding colors, adding pictures, etc). Do not list any names/information that can be used to identify your firm. Do not exceed the 2-page limit. (You may delete these instructions.)

ATTACHMENT 4 – VENDOR SCOPE AND FINANCIAL PLAN

This template must be used. Modifications to the format of this template will result in disqualification (i.e. altering font size, altering font type, adding colors, adding pictures, etc). Do not list any names/information that can be used to identify your firm. Do not exceed the 2-page limit. (You may delete these instructions.)

ATTACHMENT 5 – RAVA PLAN TEMPLATE

This template must be used. Modifications to the format of this template will result in disqualification (i.e. altering font size, altering font type, adding colors, adding pictures, etc). You may add/delete additional rows to identify additional risks, solutions, and value added options, but do not exceed the 2-page limit. (You may delete these instructions.)

SECTION 1 – MAJOR RISKS

All cost impacts associated with these risks/solutions must be included in your base cost.

Risk 1: _____
Why is it _____
a Risk? _____
Solution: _____

Risk 2: _____
Why is it _____
a Risk? _____
Solution: _____

Risk 3: _____
Why is it _____
a Risk? _____
Solution: _____

Risk 4: _____
Why is it _____
a Risk? _____
Solution: _____

SECTION 2 – VALUE ADDED OPTIONS

All cost impacts associated with this value added options must NOT be included in your premium.

Item 1: _____
Impact: Cost (\$) _____

Item 2: _____
Impact: Cost (\$) _____

Item 3: _____
Impact: Cost (\$) _____

Item 4: _____
Impact: Cost (\$) _____

ATTACHMENT 6 – PAST PERFORMANCE INFORMATION GUIDE

SECTION 1 - OVERVIEW

The University will be analyzing past performance information on the Vendor, Regional VP, and Program Administrator/Manager of this project. This information will be used to assist the University in selecting the best-valued Vendor on a particular project. Vendor is encouraged to only submit highly satisfied references.

The maximum number of references that will be evaluated are:

- Ten (10) Vendor references relating to any type of Online Course Delivery service.
- Five (5) references for Regional VP, or equivalent. The Regional VP is the person able to make financial decisions for this project.
- Five (5) references for Program Administrator/Manager. The Program Administrator/Manager will be the lead point of contact responsible for this project.

Please follow the instruction in this Exhibit to receive credit for Vendor, Regional VP, and Program Administrator/Manager references. Figure 1 provides a brief overview of the PPI process.

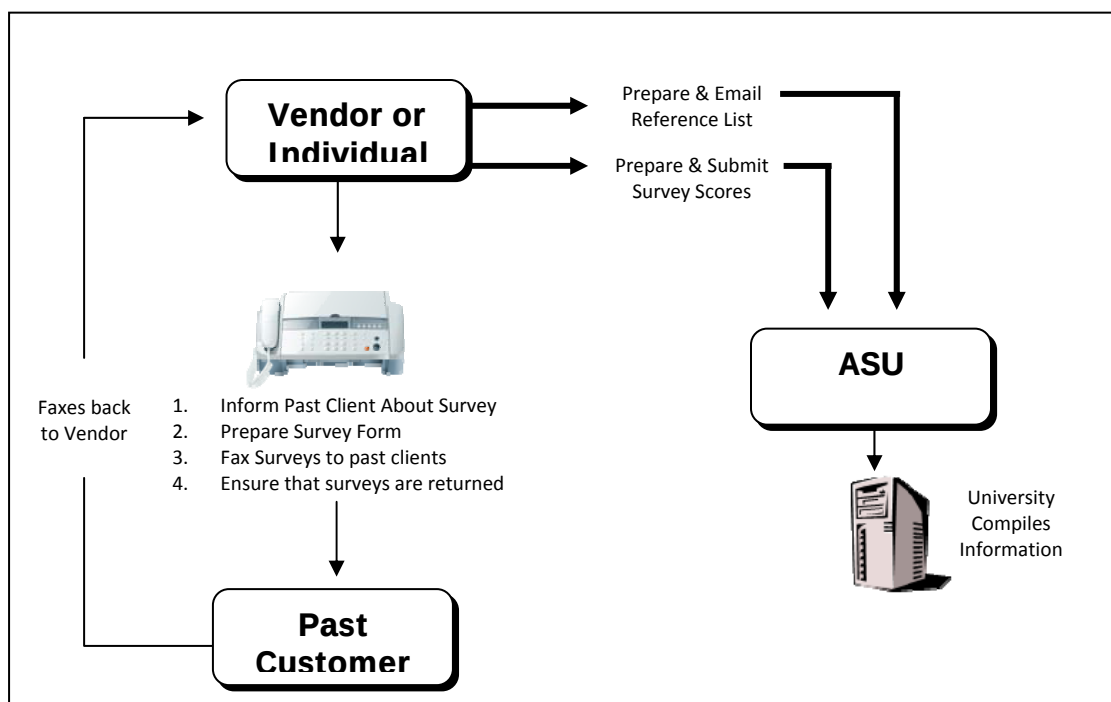


Figure 1: Survey Process

SECTION 2 – CREATING AND SUBMITTING A REFERENCE LIST

1. All critical key components (Vendor and Individuals) must create a list of past clients that will evaluate their past performance. This will be referred to as a **“Reference List”**.
2. The “Reference List” must be submitted on a MS Excel spreadsheet. A template is provided on the internet and can be downloaded at: www.pbsrq.com/pips/current/asu/pilots/online-edu-services/.

3. The following are the critical key components that will be evaluated in this solicitation:
 - a. Vendor (Firm)
 - b. Regional VP, or equivalent (Individual)
 - c. Program Administrator/Manager (Individual)
4. The Vendor is responsible for selecting their team, selecting the list of past clients, and for the performance ratings of their critical key components.
5. The reference list should include the firms "best" projects. Credit will be given to Vendors with more high performing surveys from different individuals.
6. The Reference List must include the following (All fields are required). If you do not submit all the information required, there will be no credit given for the reference).

CODE	A unique (different) number assigned to each project
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
FAX NUMBER	Current fax number for the reference (including area code).
CLIENT NAME	Name of the company or institution that the work was performed for
PROJECT NAME	Name of the project
PROJECT DURATION [MM/DD/YYYY] to [MM/DD/YYYY]	Duration of project
PROGRAM SIZE	Total number of students enrolled
NUMBER OF VERTICALS	Identify verticals
COST OF PROJECT	Overall cost of project.

7. The data in the reference list must be submitted in electronic format on a MS Excel spreadsheet file. ***The file must be emailed to: Lorie Sheppard [lorie.sheppard@asu.edu] and Peggy Ferrin [peggy.ferrin@asu.edu] prior to the due date specified in this solicitation.*** The data must be complete and accurate. (The format of the file is shown in Figure 2).

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
	CODE	FIRST NAME	LAST NAME	PHONE NUMBER	FAX NUMBER	CLIENT NAME	CITY	STATE	PROJECT NAME	STUDENT HEALTH SERVICE (Yes or No)	START OF SERVICE	END OF SERVICE	PROGRAM SIZE	INDIVIDUAL PREMIUM	TOTAL PREMIUM COLLECTED	TOTAL CLAIMS PAID
1																
4	102	Steve	Breslin	602-896-9654	602-896-9655	ABC University	San Diego	CA	ABC University Services	Yes	1/1/1999	1/1/2004	5,000	\$ 550	\$2,750,000	\$687,500
5	103	Richard	Lewis	602-568-9361	602-568-9362	Tempe College	Denver	CO	Tempe College	Yes	1/1/1999	1/1/2005	15,000	\$ 625	\$9,375,000	\$2,343,750
6	104	Michael	Miller	602-897-6666	602-897-6667	Depot Home	Seattle	WA	Depot Home Services	No	1/1/2001	1/1/2006	12,000	\$ 525	\$6,300,000	\$1,575,000
7	105	Todd	Sayles	602-321-3215	602-321-3216	Z Manufacturers	Miami	FL	Healthcare insurance	No	1/1/2004	On Going	8,000	\$ 420	\$3,360,000	\$840,000
8	106	Bret	Fogarty	602-565-9871	602-565-9872	Mesa College	Phoenix	AZ	Healthcare insurance	Yes	1/1/2003	1/1/2007	14,000	\$ 625	\$8,750,000	\$2,187,500
9	107	Jim	Ubets	602-687-5465	602-687-5466	Olympia University	San Diego	CA	Student Healthcare insura	Yes	1/1/1998	1/1/2006	13,000	\$ 650	\$8,450,000	\$2,112,500
10	108	Tom	Iverson	602-456-4887	602-456-4888	AAA Company	Denver	CO	Healthcare insurance	No	1/1/2002	1/1/2007	9,500	\$ 750	\$7,125,000	\$1,781,250
11	109	Ken	Fischer	602-321-6545	602-321-6546	TLC Inc	Seattle	WA	Healthcare insurance	No	1/1/2001	On Going	9,000	\$ 675	\$6,075,000	\$1,518,750
12	110	Terry	Ferstad	602-654-9874	602-654-9875	INC Plans	Phoenix	AZ	Healthcare insurance	No	1/1/2001	1/1/2008	12,000	\$ 825	\$9,900,000	\$2,475,000

Figure 2: Example of Reference List

8. The Vendor is responsible for verifying that their information is accurate prior to submission.
9. The reference list must contain different projects. You cannot have multiple people evaluating the same project/service. However, one person may evaluate several different service projects.

10. The past projects may contain completed past projects and on-going projects.
11. Each MS Excel file will have two tabs (see Figure 3 below). One tab contains the reference list information (discussed above), and the second tab contains the Vendor Information. The "Vendor Information" tab contains basic information about the firm being surveyed.

	A	B	C
4			
5		Name of Your Firm	ABC Construction
6		Point of Contact	Joe Smith
7		Phone	602-555-5689
8		Fax	602-555-3214
9		Email	Joe.Smith@abc.com
10			

Figure 3: Vendor Information Tab

12. The Vendor, Regional VP, and Program Administrator/Manager must submit their "Reference List" in separate excel files.
13. The Vendor may combine their firm references into one (1) spreadsheet.
14. Please save the file as the name of the company (or individual) followed by "Ref List". For example, if you are submitting a reference list for "ABC Service Provider", you should save the file as "ABC Service Provider Ref List".

SECTION 3 – PREPARING THE SURVEYS

1. After a "Reference List" is completed, the Vendor will be required to:
 - a. Prepare a survey questionnaire for each of their past clients (on the reference list)
 - b. Send the survey questionnaires to their past clients
 - c. Receive the survey questionnaires from their past clients
 - d. Submit the completed survey questionnaires to the University with your proposal

The following steps will assist you in completing the aforementioned tasks.

2. Each key component is responsible for sending out a survey questionnaire to each of their past clients. The survey questionnaire is provided in this document and can also be downloaded.
3. Each key component should enter the required information on the survey questionnaire:
 - a. Survey ID (Code)
 - b. Past clients contact information
 - c. Project information
 - d. Name of the firm and/or individual being surveyed

The information must match the data submitted in the "Reference List" (see Figure 4).

	A	B	C	D	E	F	G	H	I	J	K	L	M
	CODE	FIRST NAME	LAST NAME	PHONE NUMBER	FAX NUMBER	CLIENT NAME	CITY	STATE	PROJECT NAME	STUDENT HEALTH SERVICE (Yes or No)	START OF SERVICE	END OF SERVICE	PROGRAM SIZE
1													
3	101	Chad	Franklin	602-555-5879	602-555-5880	Holmans	Phoenix	AZ	Holmans Services	No	1/1/2008	On Going	10,000
4	102	Brewe	Breslin	602-658-3654	602-658-3655	ABC University	San Diego	CA	ABC University Services	Yes	1/1/1999	1/1/2004	5,000
5	103	Richard	Lewis	602-568-9361	602-568-9362	Tempe College	Denver	CO	Tempe College	Yes	1/1/1999	1/1/2005	5,000
6	104	Michael	Miller	602-897-6666	602-897-6667	Depot Home	Seattle	WA	Depot Home Services	No	1/1/2001	1/1/2006	12,000
7	105	Todd	Sayles	602									
8	106	Bret	Fogarty	602									
9	107	Jim	Ubets	602									
10	108	Tom	Iverson	602									
11	109	Ken	Fischer	602									
12	110	Terry	Ferstad	602									

Survey Questionnaire – State of Idaho (Healthcare Insurance Services)

Survey ID **103**

To: Richard Lewis
(Name of person completing survey)

Phone: 602-568-9361 Fax: 602-568-9362

Subject: Past Performance Survey of: Tempe College
(Name of Company)

Susan Anderson
(Name of Program Administrator)

State of Idaho is implementing a process that collects past performance information on vendors and their key personnel. The vendor/individual listed above has listed you as a client for which they have previously performed work on. The State greatly appreciates your time in completing this survey. Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge in a particular area, please leave it blank.

Client Name: Tempe College Date Completed 1/1/05

Project Name: Tempe College Student Healthcare

Figure 4: Example of Survey Form. The information must match the excel file.

- Vendor should modify the return information at the bottom of the survey with a contact person and an accurate fax number. Remember, the survey will be sent from your past client to your firm (so you must enter a valid fax number).

Thank you for your time and effort in assisting State of Idaho in this important endeavor.

Please fax the completed survey to: 555-623-4567

- All returned surveys MUST be evaluated and signed by the past client. If a survey is not signed, it will NOT be counted.

Richard Lewis
 Print Name [of Evaluator]

Richard Lewis
 Signature [of Evaluator]

- Each key component is responsible for making sure that their past clients receive the survey, complete the survey, and return the survey back to the Vendor.
- The client/owner must evaluate and complete the survey (you cannot have other consultants or third parties evaluate your performance).
- The client/owner must sign the survey form to prove that they completed the survey.

9. All of the returned surveys should be packaged together and submitted with your proposal. The scores of the submitted surveys will be used to compile the average Past Performance Information rating for the critical key components.
10. The University may contact the reference to clarify a survey rating, check for accuracy, or to obtain additional information. If the reference cannot be contacted, the survey will be deleted and no credit given for that reference.

PERFORMANCE QUESTIONNAIRE – ONLINE COURSE DELIVERY SERVICES

Survey ID

To: _____
(Name of person completing survey)

Phone: _____ Fax: _____

Subject: Past Performance Survey of: _____
(Name of Company)

(Name of Individuals)

Arizona State University (the University) is implementing a process that collects past performance information on firms and their key personnel. The information will be used to assist the University in the selection of firms to perform various projects. The firm/individual listed above has listed you as a client for which they have previously performed work on. We would appreciate your taking the time to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Client Name: _____
Project Name: _____

NO	CRITERIA	UNIT	
1	Ability to meet customer expectations	(1-10)	
2	Ability to manage costs	(1-10)	
3	Ability to integrate and interface with existing programs	(1-10)	
4	Ability to increase value	(1-10)	
5	Ability to provide excellent marketing and call center support	(1-10)	
6	Ability to identify and minimize the users risk	(1-10)	
7	Leadership ability (minimize the need of owner/client direction)	(1-10)	
8	Your comfort level in hiring the firm/individual again based on performance	(1-10)	

Printed Name (of Evaluator)

Signature (of Evaluator)

Thank you for your time and effort in assisting us in this important endeavor. Please fax the survey back to (Vendor enter your fax number here).

ATTACHMENT 7 – PRE AWARD PHASE GUIDE

OVERVIEW

The Pre Award Phase is carried out prior to the signing of the contract. The client's objective is to have the project/service completed on time, without any cost increases, and with high customer satisfaction. At the end of the project, the client will evaluate the performance of the Vendor based on these factors, so it is very important that the Vendor preplans the project to ensure there are no surprises.

It is the Vendor's responsibility to ensure it understands the client's subjective expectations. It is not the client's responsibility to ensure that the Vendor understands what their expectations are. The Vendor is at risk, and part of the risk is understanding the client's expectations.

The Pre Award Phase provides the Vendor with a final opportunity to protect itself, by allowing the Vendor to carefully pre-plan the project before an award is made. The pre-planning should include all coordination and identification of all risks that cannot be controlled by the Vendor.

In many cases, one of the Vendor's biggest risks (in terms of delivering the service with high satisfaction) is the client themselves. Therefore, it is in the Vendor's best interest to identify any issues or concerns ahead of time during the pre-award phase. The Vendor should minimize their risk by creating documentation that puts them in control and eliminates any outside interference that could hinder them from performing.

PRE PLANNING AND COORDINATION

Once you are notified that you are the potential best-valued Vendor, you will receive a list of all risks identified by the other Vendors that proposed. You may also receive an additional list of any client issues or concerns.

The University requires that the Vendor attend a Kick-Off Meeting to discuss the objectives of the Pre Award Phase. A short video tutorial is also available online (www.pbsrg.com), which provides information on the Pre Award Phase. Vendor is required to watch the video and perform the following functions:

- Re-visit the site to do any additional investigating.
- Coordinate with all parties that will be involved with the project. Identify what concerns they have and determine solutions to resolve their concerns. This may include consultants, subcontractors, and material suppliers to ensure that there are no inconsistencies with the requirements or delivery schedules.
- Identify where the risk lies on the project and make sure that all identified risks can be minimized.
- Identify any actions required by the client or client's representatives.
- Identify all risks that the vendor does not control with a plan to mitigate the risks.

PRE AWARD DOCUMENT

The objective of the Vendor's Pre Award Document is to identify risk that the Vendor does not control or risk that is impacted by factors that the Vendor does not control. The Vendor must also identify how they will attempt to minimize the risk. If the Vendor does not identify the risk that they do not control, then the Vendor is stating the risk (stated or not stated) is under their control and a part of their contract to meet the intent of the client.

Risks from all the other Vendors are provided to the best value Vendor to ensure that they are identifying all the risks that they do not control. This forces the Vendor to do what a best value Vendor would do, to think in the best interest of the client.

The Pre Award Document should address the concerns of the client. The identification of these concerns is a clarification of the understanding of the client's intent in the best value process. It in no way changes the technical scope or amount of work of the Vendor, but merely confirms that the Vendor has understood the intent of the client. The objective of these clarifications are to confirm that the Vendor understands the client's intent. The Pre Award Document must include the following items as a minimum:

1. A project financial summary.
2. A summary of accepted/rejected value added options.
3. A complete project schedule.
4. A list of all risks identified by other vendors along with solutions to the risks.
5. A complete list of factors/risks which are outside the control of the Vendor.
6. A project action item checklist.
7. A summary of the Monthly, Quarterly, and Yearly Reports that will be provided.
8. A project and emergency contact list.

PRE AWARD MEETING

The pre award meeting is held at the end of the pre award phase and is used to present a summary of what was developed and agreed upon during the pre award phase. The pre-award meeting is not a question and answer session. The Vendor must not wait for the meeting to ask questions. All coordination and planning with the client should be done prior to the meeting.

The Vendor should give a presentation, which walks the client through the entire project and summarizes all of the coordination/planning done during the pre-award period. The Vendor should bring their team and all the documents specified in the Pre Award Document. The Vendor should come with documents explaining what the client is responsible for in this project and should identify exactly what they want from the client with due dates. The Vendor must convince the client that they have minimized all risks and will not be surprised once the project begins. The pre-award meeting presentation (and meeting minutes, if applicable) will become part of the contract along with the other documents stated the Pre-Award Document.

***REMEMBER:** The Pre Award Phase provides the Vendor with a final opportunity to protect itself, by allowing the Vendor to carefully pre-plan the project before an award is made. If the Vendor does not identify a risk or risks that they do not control, then the Vendor is stating the risk (stated or not stated) is under their control and a part of their contract to meet the intent of the client.*

ATTACHMENT 8 – WEEKLY RISK REPORTING SYSTEM GUIDE

OVERVIEW

The Weekly Risk Reporting System (WRRS) is a tool for the University in analyzing the performance of the service based on risk. The WRRS is expected to take minimal effort (approximately 5 minutes per week). The WRRS does not substitute or eliminate weekly progress reports or any other traditional reporting systems or meetings that the Vendor may do.

The purpose of the WRRS is to allow the Vendor to manage and document all risks that occur throughout a project. Risk is defined as anything that impacts project cost or project schedule. This includes risks that are caused by the Vendor (or entities contracted by the Vendor), and risks that are caused by the University (scope changes, unforeseen conditions, etc). The University may also require the Vendor to document risks that may impact customer or client satisfaction.

SUBMISSION

The weekly report is an excel file that must be submitted on the Friday of every week. The report is due every week until the project is 100% complete and final payment is made. Please contact the University Project Manager if you have not received an electronic version of the spreadsheet. The report must be emailed to the University.

The completed report must be saved using the date and name of the project given by the University (Format: **YYMMDD_ProjectName**; For example, 'Online Course for the week ending Friday, August 6, 2010, should be labeled '100806_Online Course'). Weekly Reports are to be emailed by midnight of each Friday.

ONLINE TUTORIAL

A short video tutorial is also available online (www.pbsrg.com), which provides information on the reporting system. Vendors are required to watch this video prior to completing/submitting the weekly reports.

The weekly report consists of scope changes or unforeseen events that are risks to the project in terms of cost, schedule, or client satisfaction including any issues that could potentially develop into a risk. When a new issue is identified, it is added to the project risks, along with the following: Identification date (date the risk was identified), plan to minimize the risk, resolution due date, impact to critical path or schedule (in days), and impact to final cost (in dollars).

Prior to submitting the report, the Vendor must contact the University if there are any risks or potential risks identified. The University Project Manager is required to provide a satisfaction rating based on the identified risk and the Vendors plan to mitigate the risk. The rating is based on a scale of 1-10 (10 being completely satisfied and 1 being completely dissatisfied). The University Project Manager may modify their satisfaction ratings at any time throughout the project. When a risk is resolved, the actual date of resolution must be listed.

Vendor is also required to submit a detailed project schedule in the weekly report. The schedule report must contain the Vendor's original schedule along with the current estimated schedule.

Note: The Weekly Reports will be analyzed for accuracy and timely submittals by the University Project Manager. Upon completion of the project, the Vendor will be evaluated based on their performance on the project. This includes (but is not limited to): overall quality, on-time completion, no cost change

orders, no complaints, and submission of accurate weekly reports. The final rating will be used to modify the Vendors Teams PPI scores by up to 50%. The modified rating will be used for competition on future projects.