



May 21, 2010

REQUEST FOR PROPOSAL
PROGRAM MANAGEMENT TOOLSET
RFP NO. 111007
DUE: 3:00 P.M., MST, 06/10/10

Time and Date of Pre-Proposal Conference	9:00 A.M., MST, 05/27/10
Deadline for Inquiries	5:00 P.M., MST, 06/03/10
Time and Date Set for Closing	3:00 P.M., MST, 06/10/10

TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE</u>
SECTION I – REQUEST FOR PROPOSAL	3
SECTION II - PURPOSE OF THE RFP	4
SECTION III – PRE-PROPOSAL CONFERENCE	5
SECTION IV – INSTRUCTIONS TO PROPOSERS	6
SECTION V – SPECIFICATIONS/SCOPE OF WORK.....	13
SECTION VI - GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS.....	16
SECTION VII - PROPOSER QUALIFICATIONS.....	17
SECTION VIII – EVALUATION CRITERIA	18
SECTION IX – PRICING SCHEDULE.....	19
SECTION X – FORM OF PROPOSAL/SPECIAL INSTRUCTIONS.....	20
SECTION XI – PROPOSER INQUIRY FORM.....	22
SECTION XII – TERMS & CONDITIONS	23
SECTION XIII – MANDATORY CERTIFICATIONS & SUBSTITUTE W-9.....	33

SECTION I – REQUEST FOR PROPOSAL

RFP NO. 111007

Arizona State University is requesting sealed proposals from qualified firms or individuals for Program Management Toolset

Proposals are to be addressed and delivered to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S Rural Road, (located on the east side of Rural Road between Apache Road & Broadway Road) Tempe, Arizona 85281 on or before 3:00 P.M., M.S.T., Thursday June 10, 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

Douglas P. Feckovics

Douglas P. Feckovics, Buyer
Arizona State University
Purchasing and Business Services
Technology Team

DPF/yr

SECTION II - PURPOSE OF THE RFP

1. INTENT

The University desires to place orders with the successful firm(s) under this solicitation via any electronic methods of ordering offered by the successful firm(s), and to make payment for these orders with a Visa Card.

The Office of Knowledge Enterprise Development team at ASU has defined a set of requirements for research program management system(s) that are outlined in this document. Our intent is to evaluate the available program management tools against our requirements and choose the system or systems that can best address our needs. The ultimate solution may be a combination of an off the shelf Software as a Service (SaaS) toolset, integrated with custom software for integration with ASU's existing systems and data.

2. BACKGROUND INFORMATION

Arizona State University has achieved unprecedented advancement in research capacity in the last decade. ASU is the youngest and fastest research institution ever to grow from \$100 to \$200 million in annual research expenditures (in five years). It is ranked among the top 10 nationwide in non-land grant research institutions without a medical school, according to the FY05 National Science Foundation Data. As part of the ongoing effort to build and grow the research infrastructure at ASU, a program has been initiated to develop the tools that would better enable the organization to manage large, multi-institution, multi-disciplinary projects.

Because research is a core activity, improving research support infrastructure and ensuring project team performance via implementation of the appropriate monitor and control capabilities is a high priority of the university. The university currently supports 1,144 active researchers on 2,690 projects, expending \$220 million in research activity. Based on projected and proposed efforts, ASU will continue to grow its research enterprise at an accelerated pace. This trend supports the university's goal to increase research expenditures to \$350 million by 2012.

3. TERM OF CONTRACT

The initial term of a resulting Contract shall be one (1) year, with an option to renew four (4) additional one- (1) year periods with a total term not to exceed five (5) years.

SECTION III – PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at the University Services Building (USB) Conference Room from 9:00 to 10:30 (MST) on Thursday, May 27, 2010. For bidders that are not able to attend in person we will host via teleconference at (866) 633 3380, room number *923 6905*.

The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the University's intention and desires, and/or to give prospective suppliers an opportunity to review the site of the work. Any doubt as to the requirements of this 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.

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 document set, containing one clearly marked original (hard copy) and an electronic copy (CD, FLASH Drive, etc). See Section X for further instructions.
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 X. Proposals in any other format will be considered informal and may be rejected. Conditional proposals will not be considered. An individual authorized to extend a formal proposal must sign all proposals. Proposals that are not signed may be rejected.
13. Financial Statements:

Option A. Proposers who have audited financial statements provide the following:

Audited financial statements for the two (2) most recent available years. If the financial statements are intended to be confidential, please submit one (1) copy in a separate sealed envelope and mark as follows:

Firm's Name
Confidential – Financial Statements

Option B. Proposers who might not have audited financial statements provide the following:

It is preferred that audited financial statements for the two (2) most recent available years be submitted. However, if not available, provide a copy of firm's two (2) most recent tax returns or compiled financial statements by an independent CPA. If the financial statements or tax returns are intended to be confidential, please submit one (1) copy in a separate sealed envelope and mark as follows:

Firm's Name
Confidential – Financial Statements

14. 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.
15. **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 XII. 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.**
16. 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.
17. 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.
18. 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.
19. 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.**
20. 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.**

21. The University has entered into Cooperative Purchasing Agreements with The Maricopa County Community College District and with Maricopa County, in accordance with A.R.S. Sections 11-952 and 41-2632. Under these Cooperative Purchasing Agreements, and with the concurrence of the successful proposer, the Community College District and/or Maricopa County may access an Agreement resulting from a solicitation done by the University. If you do not want to grant such access to the Maricopa County Community College District and or Maricopa County, **please so state** in your proposal. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any Agreement that may result from this Request for Proposal.
22. Arizona State University is also a member of the Strategic Alliance for Volume Expenditures (\$AVE) cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful contractor under this solicitation, a member of \$AVE may access an Agreement resulting from a solicitation done by the University. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any Agreement that may result from this Request for Proposal.
23. All formal inquiries or requests for significant or material clarification or interpretation, or notification to the University of errors or omissions relating to this Request for Proposal must be directed, in writing or by facsimile, to:

Douglas P. Feckovics
Purchasing and Business Services
University Services Building
Arizona State University
PO Box 875212
Tempe, AZ 85287-5212
Tel: 480-965-9514
Fax: 480-965-2234
Email: douglas.feckovics@asu.edu

Requests must be submitted on a copy of the Proposer Inquiry Form included in Section XI of this Request for Proposal. All formal inquiries must be submitted at least 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 XI of this Request for Proposal.

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

25. In accordance with an executive order titled "Air Pollution Emergency Proclamation" modified by the Governor of Arizona on July 16, 1996, the University formally requests that all products used in the performance of any contract that results from this solicitation be of low- or no-content of reactive organic compounds, to the maximum extent possible.
26. 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.
27. The University requires that all desktop computers, notebooks, and monitors purchased must meet Electronic Product Environmental Assessment Tool (EPEAT) Gold status as contained in the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products. The registration criteria and a list of all registered equipment are at <http://www.epeat.net> on the Web.
28. To the extent applicable to any 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 HIPPA, 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.
29. The University believes that it can best maintain its reputation for treating suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If you feel that we have fallen short of these goals, you may submit a protest pursuant to the Arizona Board of Regents procurement procedures, section 3-809, 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.

30. 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](#) 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 mo 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 & 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 – SPECIFICATIONS/SCOPE OF WORK

ASU is the prime contractor in a number of research endeavors, each of which can involve up to a dozen or more partnering institutions. ASU must plan, execute, track, and report on progress to the appropriate funding agencies.

ASU's requirements are not dissimilar to those of other organizations that are performing research and developing products. Highlighted (not exhaustive) requirements include the ability to:

- Provide an exceptionally intuitive user interface and rapid initial configuration requirements. Most users of this tool will be occasional users and will require an easy to use interface;
- Initiate projects and plan their staffing and execution. "Roll projects up" into programs and portfolios (multiple hierarchies of rollup are required). "Drill down" from portfolio and program views to see lower levels of detail;
- Break tasks down to the appropriate lower level of detail, specify the dependencies among themselves (including critical path across the entire project), estimate their start and stop dates, and track progress against them;
- Identify resources (people) and/or generic skill-sets that could contribute to the initiative. Specify what their initial availability is (likely not 100%), assign them to tasks and understand their resulting availability (over/under utilization). Because multiple organizations and teams are involved, an individual/generic skill-set must be able to be tagged as being part of a particular organization and team and/or pool of people. Substitute a particular person in place of a generic resource once that person has been identified;
- Use some type of stage-gating process to track progress of selected activities and identify that those that do not show promise need to be "killed" and approached differently;
- Budget and track dollars (e.g., personnel-related, operating expenses, capital expenses) against tasks – not necessarily at the lowest level of task detail;
- Provide an "income statement" type of financial report that pulls together all project costs by cost type (e.g., personnel-related, operating expenses, capital expenses) from across all tasks;
- Forecast future efforts/dollars against tasks – not necessarily at the lowest level of task detail. By forecasting percent complete or future work efforts, the system can calculate earned value and "estimate at completion" which can be compared against budget to forecast under/over spend variances;
- Document and track risks, issues and milestones. Key decisions should be able to be documented as well.

In addition to these fairly generic capabilities, ASU has some unique requirements:

- The governance or portfolio management aspect of this tool is less important to ASU at this time. The need to view proposed projects and prioritize and approve them for execution is low. Nevertheless, ASU still will group its projects into programs or portfolios to get a high level view of the progress of those projects it is executing.
- It is possible that ASU will define major components of a project as separate "projects" in the tool, and we will combine them such that they will be viewed as one project (even though they may be referred to as a "portfolio" in the tool). Therefore, we need to be able to define dependencies among tasks across "projects";
- This also implies that we would like to see the critical path of a "portfolio". We hope this might be possible.

- Typically, ASU will not use an online time entry screen to capture actual labor effort into the tool. Rather, actual costs will come in via transaction files from an HR/payroll system and/or a general ledger system. These costs will be tagged as, for example, personnel costs (perhaps further segregated by payroll costs and other employee-related-expenses), operating costs (likely specifying lower levels such as lab expenses, etc.) or capital expenditures (major equipment purchases). ASU requires that these actual costs be applied to an appropriate level of the work breakdown structure – not necessarily the lowest task level.
 - o A key requirement is to map these financial transactions into the work breakdown structure and/or some other financial reporting structure that aligns with the major initiatives of the project.
 - o ASU expects that when the transactions come in they will be coded to be associated with a task in the WBS – not necessarily a task at the lowest level of the WBS. Alternatively, the transaction could be coded to roll up into some other financial reporting structure that aligns with the major initiatives of the project.
 - o The transaction files would need to be in a standard format such as:
 - An Excel spreadsheet with pre-defined columns; or
 - Through a web service.
- Due to the dynamics of the make-up of the collaborative research team, a subset of team members may have access to the PPM tool – which ASU would like to use via a SaaS model – while others may not. Accordingly, it may be important to be able to export reports out to another venue (SharePoint or a website) for read-only viewing. The tool should be able to export in a rich text, Excel, .pdf or HTML format.
- Although ASU needs to be able to attach documents into the tool to support status reporting, issue discussions, etc., it is expected that only management/administrative documents will be attached to the tool. All the documents that describe the scientific, research and development components of the project will be stored elsewhere – likely in a SharePoint site or wiki-type environment. Accordingly, the PPM tool needs to provide links out to these documents.
- To communicate certain information about a project to the project team and other key audiences, some of these projects will have their own semi-public websites on the internet. On this website, individuals will be able to see general information about the project, its goals and objectives, participants, high level approach, etc. ASU would provide a link to this PPM tool from that website, and authorized users would be able to get to the PPM tool from that website. Users should be able to get back to the project website from the PPM tool.

A more detailed breakdown of specific requirements is attached to this RFP as Schedule A. A conceptual approach to handling actual and budget transactions from ASU and partner systems is also attached to this RFP as Schedule C.

ASU expects that the supplier will assume the project management lead for implementation with a dedicated team assigned for configuration, customization, and commissioning of system components. We expect that the supplier will lead efforts to integrate with ASU's web portal and implementation of automated data exchange with other university systems.

We expect the supplier to provide -site, hands-on, training for key end-users in reasonable class sizes and on-site "train the trainer" sessions.

In order to keep pace with development timelines with other ASU enterprise systems, the following timeline must be met:

- Project kick-off activities to begin within 20 business days of contract execution.
- Full system functionality is expected to be completed within 6 months from the contract sign date, and if possible earlier.

To aid in the implementation the university will provide:

- Provide information and translations to aid in legacy data transformation
- Provide key staff for interface design and implementation
- Provide workspace for the implementation team

The university currently maintains four technology stacks for development of enterprise applications:

1. ERP stack: PeopleSoft environment on Linux
2. Enterprise applications development/deployment environment 1: Microsoft environment: IIS application server, .Net, Windows, SharePoint
3. Enterprise applications development/deployment environment 2: Java, Tomcat, Linux
4. Other development/deployment stacks: PHP, Drupal, ColdFusion

All technology stacks work with Oracle or MS SQL databases.

Given the scope and number of enterprise projects currently being implemented, the university can only provide limited resources for implementation and prefers a web-based solution that does not require extensive programming or code modification.

SECTION VI - GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS

In order to reduce the adverse environmental impact of our purchasing decisions we are committed to buy goods and services from manufacturers and suppliers who share our environmental concern and commitment. Green purchasing is the method wherein environmental and social considerations are taken with equal weight to the price, availability and performance criteria that we use to make purchasing decisions.

Proposer/Bidder shall use environmentally preferable products, materials and companies where economically feasible. Environmentally preferable products have a less or reduced effect on human health and the environment when compared to other products and companies that serve the same purpose. If two products are equal in performance characteristics and the pricing is within 5%, the university will favor the more environmentally preferable product and company.

If you are citing environmentally preferred product claims, you must provide proper certification or detailed information on environmental benefits, durability and recyclable properties.

The University and the supplier may negotiate during the contract term to permit the substitution or addition of Environmentally Preferable Products (EPPs) when such products are readily available at a competitive cost and satisfy the university's performance needs.

Unless otherwise specified, bidders/proposers and contractors should use recycled paper and double-sided coping for the production of all printed and photocopied documents. Furthermore, the documents shall be clearly marked to indicate that they are printed on recycled content (minimum 30% post-consumer waste) paper.

Proposer/Bidder shall provide packaging/packing materials that meet at least one of, and preferably, all of the following criteria:

- Made from 100% post-consumer recycled materials;
- Be recyclable;
- Reusable;
- Non-toxic;
- Bio-degradable.

This information will be used as part of the evaluation criteria for Supplier/Proposer Sustainability efforts for the RFP process.

SECTION VII - PROPOSER QUALIFICATIONS

The University is soliciting proposals from firms, which are in the business of providing services as listed in this Request for Proposal. Your proposal shall include, at a minimum, the following information. Failure to include these items may be grounds for rejection of your proposal.

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

1. The Proposer should either be the original producer of all products offered or be able to demonstrate a commitment in writing on the part of the original producer to support the university, if necessary, throughout the installation and maintenance of the life of the system which should be assumed to be greater than ten (10) years.
2. The Proposer should be able to prove its ability and experience to establish, maintain, and support systems of equivalent size as those proposed for Arizona State University in a comparable environment.
3. Arizona State University is a publicly funded university that is currently expending \$220,000,000 in research activities in 2,690 active projects annually. The university expects to grow research expenditures to \$350,000,000 by 2012.

The Proposer must complete "Schedule B: References" with references as similar to Arizona State University as possible. The proposer must submit a minimum of seven references (Sections 1 and 3); references from Section 1 may be used in Sections 2 and 3. Schedule B consists of three (3) sections:

Section 1: The Proposer must include five (5) references that are currently using or implementing the proposed system. References should include state or publicly funded universities.

Section 2: The Proposer should include two (2) references currently using or implementing the proposed system with interfaces to PeopleSoft Human Resources, PeopleSoft Financials, or similar enterprise resource planning system.

Section 3: The Proposer must list two (2) clients that have terminated their contract for the proposed system.

SECTION VIII – EVALUATION CRITERIA

Proposals will be evaluated on the following criteria, listed in order of their relative priority with most important listed first:

Demonstrated Ability to Meet Detailed Functional Requirements and Technical Specifications

Demonstrated Ability to Meet Scope of Work

Demonstrated System Flexibility

Demonstrated Usability

Demonstrated Ability to Successfully Implement Proposed System

Project Cost

Proposed Timeline

Green Purchasing Requirements/Specifications

SECTION IX – PRICING SCHEDULE

Please discuss and indicate first year/one time costs. Identify costs by component:

1. Trial period approach. Would you be willing to engage in a 30-60 day paid trial period for the tool prior to ASU making a longer-term commitment? Please discuss how you might structure and price this trial and how seamlessly it would transition into a production environment.
2. First year licensing and usage costs per person by role or access level.
 - a. Please indicate price break points based upon volume of users.
 - b. Indicate if there is a minimum number of users required.
 - c. Indicate the number of years of initial commitment that would be required (e.g., 1 year, 3 years).
 - d. At this time, we are expecting approximately fifty (50) users in year 1 as follows:
 - i. 10 power users with access to all system/administrative functions
 - ii. 25 team members with read/write capabilities to most functions including ability to write status reports, report on task completions, etc.
 - iii. 15 executive level users with read-only capabilities
3. Hardware and software costs (none expected due to SaaS model)
4. Additional costs for use of test and training environments. Please refer to Schedule A – Functional Requirements – requirements 3.1.3 and 13.2.
5. Interface customization. Please refer to Schedule A – Functional Requirements – requirement 9.5 for information about importing actual cost transactions and budget transactions into the tool.
6. Training costs. Please discuss options for level of training: none/customer typically performs owns training, train-the-trainer, web-based training, in-person training, etc.
7. Consulting costs related to implementation assistance. Please discuss what your role might be, the approach you would take, etc. Please provide typical implementation work plan.
8. Other costs (please specify)

Please discuss and indicate ongoing costs. Identify costs and respond to questions as follows:

1. Annual usage costs per person by role or access level. What commitment can you make to cap cost increases in future years by component areas above?
2. Other costs (please specify)

Please discuss and indicate exit costs. Identify costs and respond to questions as follows:

1. Cost of exit strategy in future. What would be cost of retrieving data described in Schedule A – Functional Requirements – requirement 14.10?
2. Other costs (please specify)

SECTION X – 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.

CONTENT OF SUBMITTAL

The Proposal should display clearly and accurately the capability, knowledge, experience and capacity of the Proposer to meet the requirements of this RFP.

- **One (1)** clearly marked hardcopy “original” in 8.5” x 11” double-sided, non-binding form. No metal or plastic binding – may use binder, folder, or clip for easy removal of proposal.
- **One (1)** additional electronic copy (CD, FLASH Drive, etc.) in PDF format, PC readable, labeled, no passwords, and **less than 10 MB. One “single”** document for main submittal on disk.

Check and play all CD's before submitting. (Company marketing materials not recommended and compress photos, etc. in smaller size formats as necessary)

Submit in the following format:

1. Mandatory certifications and Substitute W-9 as per Section XIII.
2. A description of your firm's method for electronic ordering, and ability to accept a VISA Card for payment.
3. A mandatory proposal certification as per Section XI.
4. Functional Requirements - Provide a complete description of the proposed system's functionality and include **Schedule A** to self-rate the proposed system.
5. Scope of Work – Provide complete description of how the functionality, reports, and general requirements identified in the scope of work will be met with the proposed system.
6. System Flexibility - Identify ability to configure, establish, and maintain business rules, interface with external systems, utilize email/alerts, and other functionality with little or no customization of application's source code.
7. Usability – Describe the capability of the proposed system to be understood, learned, used and attractive to users in the context of their daily jobs; include external metrics from industry-standard tests when possible. Describe adherence to Section 508 standards, specifically section 1194-22, Web-based Intranet and Internet Information and Applications, and Web Content Accessibility Guidelines 1.0 Priority 1 Checkpoints.
8. Successful Implementation of Proposed System – Provide references for at least seven (7) clients per section VII whose systems are comparable in complexity, use, and size to Arizona State University as described in this document. Summary for each should not exceed two pages plus references for project and personnel experience. Use **Schedule B – References** to list contact information for references.

9. Timeline - Provide a preliminary project plan for the proposed system implementation and a proposed method of accomplishing the work outlined in the Scope of Work within the non-negotiable implementation timeline described in this RFP. Identify project milestones and include resumes of proposed team members.
10. How the firm will perform this work in as sustainable or green a manner as is possible.

SECTION XI – PROPOSER INQUIRY FORM

Pre-Proposal Questions, General Clarifications, etc.

PROJECT NAME: Program Management Toolset

PROPOSAL NUMBER: 111007

INQUIRY DEADLINE: 5:00 P.M., MST, June 3, 2010

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

SECTION NUMBER: _____

WRITER: _____

FAX NO. _____ PHONE NO. _____

COMPANY: _____

COMPANY E-MAIL ADDRESS: _____

DATE: _____

QUESTIONS:

[illegible]

SECTION XII – 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 "Indemnitee") 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, 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. If your firm has an electronic method of ordering, please describe it. These electronic methods of ordering could range from your firm distributing a paper catalog and accepting fax orders, to your firm has a Web site in which users can configure and order products. Please also advise if your firm can accept payment with a Visa Card.
- 32. WARRANTIES.** In addition to any implied warranties, Proposer warrants that the goods/services furnished will conform to the specifications, drawings, and descriptions listed herein, and to the sample or samples, if any, furnished by the Proposer. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 33. 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.

- 34. 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 |
| • Products Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Blanket Contractual Liability – Written and Oral | \$1,000,000 |
| • Fire Legal Liability | \$ 50,000 |
| • Each Occurrence | \$1,000,000 |

- a. 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. **Business Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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- 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, involving automobiles owned, leased, hired or borrowed by 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.

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
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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.

4. **Network Security Errors and Omissions Insurance**

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

Coverage to include:

- Hostile action or a threat of hostile action with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible;
 - Computer viruses, Trojan horses, worms and any other type of malicious or damaging code;
 - Dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data;
 - Denial of service for which the insured is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system;
 - Loss of service for which the insured is responsible that results in the inability of a third party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities;
 - Access to a computer system or computer system resources by an unauthorized person or an authorized person in an unauthorized manner; and
 - Loss or disclosure of confidential information no matter how it occurs.
- 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. **Endorsement must be submitted.**
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract. **Endorsement must be submitted.**

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.

35. 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.

36. 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.

- 37. INSTALLMENT PAYMENT AGREEMENT.** The University is precluded from entering into an installment payment agreement unless such agreement can be canceled for non-allocation of funds at the end of any fiscal year, at no penalty to the University. If funds are not allocated for this Agreement for periodic payment in any future annual fiscal period, following the University's formal request for funds, the University is not obligated to pay the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then current fiscal year. The University agrees to notify the Proposer of such non-allocation at the earliest possible time. No penalty shall accrue to the University in the event this provision shall be exercised. This provision shall not be construed so as to permit the University to terminate this Agreement in order to acquire similar equipment from another party.
- 38. FURNISH AND INSTALL.** The items in this proposal will be provided on a Proposer furnish and install basis. The successful Proposer shall have complete responsibility for the items or system until it is in place and working. Any special installation preparation and requirements must be submitted to the University. All transportation and coordination arrangements will be the responsibility of the successful Proposer. Delivery of equipment will be coordinated so that items will be delivered direct to the installation site. This will minimize risk of damage and avoid double handling.
- 39. 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.
- 40. 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 XIII – MANDATORY CERTIFICATIONS & SUBSTITUTE W-9

The following forms must be completed, signed, and submitted with your proposal

- **Conflict of Interest Certification**
- **Federal Debarred List Certification**
- **Anti-Lobbying Certification**
- **Legal Worker Certification**
- **Sudan or Iran Business Operations Certification**
- **Supplier Sustainability Questionnaire**
- **ASU SUB W-9 & Vendor Authorization Form**

CONFLICT OF INTEREST CERTIFICATION

(date)

Purchasing and Business Services

Arizona State University

PO Box 875212

Tempe, AZ 85287-5212

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

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

(firm)

(address)

(Email address)

(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)

(address)

(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)

(address)

(Email address)

(address)

(signature required)

(Phone)

(print name)

(fax)

(print title)

(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)

(address)

(Email address)

(address)

(signature required)

(Phone)

(print name)

(fax)

(print title)

(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)

(address)

(Email address)

(address)

(signature required)

(Phone)

(print name)

(fax)

(print title)

(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 – Page 1 of 2	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	☐ Corporation (providing health care, medical or legal services)
☐ Tax-exempt organizations under IRC §501		☐ 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 – Page 2 of 2		DO NOT SEND TO IRS
► Legal Name:		TIN:	
SECTION 1 - FEDERAL INFORMATION - <i>REQUIRED</i>			
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 - <i>REQUIRED</i>			
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			
VENDOR – LIST REPRESENTATIVE EMAIL ADDRESS AND COMPANY URL			
IF BUYER NAME IS LISTED PLEASE RETURN TO BUYER	Buyer:	Phone:	Fax:

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.

Schedule A: Functional Requirements

See Attached spreadsheet (Schedule A). Provide a complete description of the proposed system's functionality.

Schedule B: References

Section 1: The Proposer must include five (5) references of customers that are currently using your PPM product (SaaS version preferred) that we may contact directly. Preferred references would be those that are state or publicly funded universities or institutions performing research through grant funding.

1. Name:
Address:
Contact Name(s):
Telephone Number(s):
Fax Number(s):
Email addresses:
Number of Active Research Projects:

2. Name:
Address:
Contact Name(s):
Telephone Number(s):
Fax Number(s):
Email addresses:
Annual Research Expenditures:
Number of Active Research Projects:

3. Name:
Address:
Contact Name(s):
Telephone Number(s):
Fax Number(s):
Email addresses:
Annual Research Expenditures:
Number of Active Research Projects:

4. Name:
Address:
Contact Name(s):
Telephone Number(s):
Fax Number(s):
Email addresses:
Annual Research Expenditures:
Number of Active Research Projects:

5. Name:
Address:
Contact Name(s):
Telephone Number(s):
Fax Number(s):
Email addresses:
Annual Research Expenditures:
Number of Active Research Projects:

Schedule B: References (continued)

Section 2: The Proposer should include two (2) references currently using or implementing the proposed system with interfaces to PeopleSoft Human Resources, PeopleSoft Financials, or similar enterprise resource planning system.

1. University Name:
Address:
Contact Name(s):
Telephone Number(s):
Fax Number(s):
Email addresses:
Annual Research Expenditures:
Number of Active Research Projects:
Number of years using proposed system:

2. University Name:
Address:
Contact Name(s):
Telephone Number(s):
Fax Number(s):
Email addresses:
Annual Research Expenditures:
Number of Active Research Projects:
Number of years using proposed system

Section 3: The Proposer must list two (2) clients that have terminated their contract for the proposed system.

1. University Name:
Address:
Contact Name(s):
Telephone Number(s):
Fax Number(s):
Email addresses:

2. University Name:
Address:
Contact Name(s):
Telephone Number(s):
Fax Number(s):
Email addresses:

Schedule C: Interface and Mapping Diagram

See Attached diagram (Schedule C).