REQUEST FOR PROPOSAL

DIGITAL INTEGRATED ENROLLMENT SUPPORT FOR STUDENTS

RFP 331801

DUE: 3:00 P.M., MST, 11/30/17

Time and Date of Pre-Proposal Conference 9:00 A.M., MST, 11/09/17

Deadline for Inquiries 3:00 P.M., MST, 11/15/17

Time and Date Set for Closing 3:00 P.M., MST, 11/30/17
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SECTION I – REQUEST FOR PROPOSAL

RFP 331801

Arizona State University is requesting sealed proposals from qualified firms or individuals for Digital Integrated Enrollment Support for Students.

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 5:00 P.M., MST, 11/30/17 at which time a representative of Purchasing and Business Services will announce publicly the names of those firms or individuals submitting proposals. No proposals will be accepted after this time. No other public disclosure will be made until after award of the contract.

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

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

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

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

ARIZONA STATE UNIVERSITY

[Signature]

Tamara John
Supply Chain Management Buyer
SECTION II – PURPOSE OF THE RFP

1. INTENT

Arizona State University (ASU) is requesting proposals from qualified firms with a proven track record to provide 1) digital enrollment consulting and 2) create a high-tech solution to digitally support students from RFI submission through registration. The solution must be innovative and flexible for both student and administrative purposes. The objective of this RFP is to reimagine the student enrollment experience for ASU’s educational alliances.

The University may choose to enter into multiple contracts under this solicitation. During the course of the Agreement(s) resulting from this solicitation, the University, at its sole discretion, may add additional individuals or firms, provided that they meet the stated requirements of this Request for Proposal. This proposal will provide support to the following University goals for 2017 and beyond:

- To maximize enrollment of online and distance education degree-seeking students.
- To maintain the fundamental principle of accessibility to all students qualified to study at a top tier research university.
- To enhance University graduation rates.
- To enhance linkages to the University at all levels for all learners.

2. BACKGROUND INFORMATION

ASU Online

ASU Online is dedicated to providing innovative, high-quality online education to Sun Devils from across the country and around the world. Our 150+ custom-designed degree programs and courses are delivered online to over 30,000 enrolled students by the same award-winning faculty at the forefront of research and discovery who teach on-campus. Courses are designed using state-of-the-art technology and tools, providing students with a direct connection to the knowledge and expertise of our faculty. We continually strive to ensure all students studying online at Arizona State University have all the tools and information they need to be successful. Our approach to online student support means everything from tutors who help students get through tough classes, to success coaches who are personal cheerleaders for students adjusting to online student life, to career service personnel who help students put their skills and passions to work. Our recent accomplishments, from the U.S. News and World Report, include:
- Ranked #4 in US Online undergraduate programs
- Ranked #5 in US Online MBA program
- Ranked #5 in US Online Criminal Justice program

**eAdvisor and me3**

ASU started eAdvisor in 2007 as a comprehensive way to track early indicators of students' success. The eAdvisor suite of tools includes Degree Search, major maps for each undergraduate major and critical tracking. The eAdvisor suite of tools recently expanded to include me3, an innovative, picture-based interest inventory online game based on the RIASEC model that matches student interests with careers and college majors.

Students can narrow down career options to those that fit their interests and then compare the differences in careers including average salary and career outlook. me3 also has an interactive dashboard where students can chart their academic path, find out what needs to be done to get accepted into their chosen major, and keep track of their milestones.

**Global Freshman Academy**

Global Freshman Academy (GFA) was established to provide quality higher education opportunities to anyone, anywhere in the world by offering full university freshman level courses for credit at a fraction of the cost. GFA students take courses on their schedule without barriers and restrictions and receive credit without an application or transcript. GFA reduces financial risk and is cost-effective because students only pay once they have passed the course. GFA provides a personalized, flexible way to earn credit towards earning a university degree.

ASU now has a track into the university for potential students who don’t meet the standard admission requirements. The Earned Admission Track is a series of ASU courses that count toward an undergraduate degree. By finishing these courses with the necessary GPA within GFA, students can be admitted to ASU. Once they complete their GFA Earned Admission Track with a 2.75 GPA or higher, they can be admitted into ASU.

**Continuing and Professional Education**

At ASU, our mission is rooted in a commitment to excellence, access, and impact. We are passionate about sharing the university's award-winning educational resources with working professional, lifelong learners and the naturally curious. We educate students who are looking for a professional certificate, enrichment opportunities, or corporate training. Our education provides opportunities to our students to advance in their personal and professional journeys plus develop an edge in becoming an industry leaders. Our high-quality Continuing and Professional Education (CPE) programs are
taught by ASU faculty, those same faculty that contributed to the #1 rank in innovation by U.S News & World report.

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

3. TERM OF CONTRACT

Standard Term:
The initial contract term will be for two (2) years with the possibility of three (3) successive one (1) year renewals, for a total term not to exceed five (5) years. The contract will be available for use by other University departments during this term.

Pricing must be submitted for the initial two (2) year contract term and for the successive one (1) year renewals not to exceed five (5) years.

The University may consider alternative term structures if it is deemed advantageous to do so. If alternative term structures are proposed, they should be specified in the Pricing Schedule. Note: An alternative cannot be submitted in lieu of the standard term, as stated above.
SECTION III – PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 9:00 A.M., MST, November 9, 2017 via teleconference. A conference telephone line has been established.

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

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

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

1. Register for the event by 5:00 P.M., MST November 7, 2017. Send an email of participants to Tamara.John.1@asu.edu Include the following information:
   a. First and Last Name
   b. Company
   c. Title
   d. Email Address
   e. Phone Number

2. On the day of the conference, registered users will be provided a passcode to enter the conference call.
SECTION IV – INSTRUCTIONS TO PROPOSERS

1. You must address and deliver your proposal to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S. Rural Road, Tempe, Arizona 85281, on or before the time and date set for closing. **No proposal will be accepted after this time.** The University Services Building is located on the east side of Rural Road between Apache Road and Broadway Road. **PROPOSALS MUST BE IN A MARKED SEALED CONTAINER** (i.e., envelope, box):

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

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

2. **DIRECTIONS TO USB VISITOR PARKING.** Purchasing and Business Services is in the University Services Building ("USB") 1551 S. Rural Road, Tempe, AZ, 85281 (located on the east side of Rural between Broadway Ave and Apache Boulevard). A parking meter is located near the main entry to USB.

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

3. Proposer should use recycled paper and double-sided copying for the production of all printed and photocopied proposal documents. Furthermore, the documents should be clearly marked to indicate that they are printed on recycled content (minimum 30% post-consumer waste paper).

4. You may withdraw your proposal at any time prior to the time and date set for closing.

5. No department, school, or office at the University has the authority to solicit or receive official proposals other than Purchasing and Business Services. All solicitations are performed under the direct supervision of the Chief Procurement Officer and in complete accordance with University policies and procedures.

6. The University reserves the right to conduct discussions with proposers, and to accept revisions of proposals, and to negotiate price changes. During this discussion period, the University will not disclose any information derived from proposals submitted, or from discussions with other proposers. Once a contract is executed, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.

7. Proposers submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to the University may be requested to give an oral presentation to a selection committee. Purchasing and Business Services will do the scheduling of these oral presentations.
8. The award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the University based on the evaluation factors set forth in this solicitation. Price, although a consideration, will not be the sole determining factor.

9. If you are submitting any information you consider to be proprietary, you must place it in a separate envelope and mark it "Proprietary Information". If the Chief Procurement Officer concurs, this information will not be considered public information. The Chief Procurement Officer is the final authority as to the extent of material, which is considered proprietary or confidential. Pricing information cannot be considered proprietary.

10. The University is committed to the development of Small Business and Small Disadvantaged Business ("SB & SDB") suppliers. If subcontracting (Tier 2 and higher) is necessary, proposer (Tier 1) will make every effort to use SB & SDB in the performance of any contract resulting from this proposal. A report may be required at each annual anniversary date and at the completion of the contract indicating the extent of SB & SDB participation. A description of the proposers expected efforts to solicit SB & SDB participation should be enclosed with your proposal.

11. Your proposal should be submitted in the format shown in Section X. Proposals in any other format will be considered informal and may be rejected. Conditional proposals will not be considered. An individual authorized to extend a formal proposal must sign all proposals. Proposals that are not signed may be rejected.

12. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of one hundred twenty (120) days after the opening date and the right to accept a proposal not withdrawn before the scheduled proposal opening date.

13. EXCEPTIONS: 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 contract between the University and the successful proposer. Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed nonresponsive and may be rejected.

14. Unless specifically stated to the contrary, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications of this Request for Proposal are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any proposer and is included in order to advise the potential proposer of the requirements for the University. Any offer, which proposes like quality, design or performance, will be considered.

15. Days: Calendar days

May: Indicates something that is not mandatory but permissible/ desirable.

Shall, Must, Will: Indicates mandatory requirement. Failure to meet these mandatory requirements will result in rejection of your proposal as non-responsive.
16. Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications/scope of work.

17. All proposals and accompanying documentation will become the property of the University at the time the proposals are opened. **It will be the proposer’s responsibility to request that samples be returned to the proposer and provide a method for doing so at the expense of the proposer.** If a request is not received and a method of return is not provided, all samples shall become the property of the University 45 days from the date of the award.

18. All required performance and payment bonds shall be held by the University in a secure location until the performance of the contract and the payment of all obligations rising there under have been 100% fulfilled. Upon completion of the project and all obligations being fulfilled, it shall be the proposer’s responsibility to request the surety bonding company to submit to the University the necessary documents to approve the release of the bonds. Until such time the bonds shall remain in full force and effect.

19. The University of Arizona, Northern Arizona University, and Arizona State University are all state universities governed by the Arizona Board of Regents. **Unless reasonable objection is made in writing as part of your proposal to this Request for Proposal, the Board or either of the other two Universities may purchase goods and/or services from any contract resulting from this Request for Proposal.**

20. The University has entered into Cooperative Purchasing Agreements with the Maricopa County Community College District and with Maricopa County, in accordance with A.R.S. Sections 11-952 and 41-2632. Under these Cooperative Purchasing Agreements, and with the concurrence of the proposer, the Community College District and/or Maricopa County may access a contract resulting from a solicitation done by the University. If you do not want to grant such access to the Maricopa County Community College District and/or Maricopa County, **please state so** in your proposal. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

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

22. 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:
Requests must be submitted on a copy of the Proposer Inquiry Form included in Section XI of this Request for Proposal. All formal inquiries must be submitted at least ten (10) calendar days before the time and date set for closing this Request for Proposal. Failure to submit inquiries by this deadline may result in the inquiry not being answered.

Note that the University will answer informal questions orally. The University makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to provide minor clarifications rapidly. Oral statements or instructions shall not constitute an amendment to this Request for Proposal. Proposers shall not rely on any verbal responses from the University.

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

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

26. Arizona requires that the University purchase ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available. If this Request for Proposal is for a product in a category for which ENERGY STAR® or certified products are available, please submit evidence of the ENERGY STAR® status or certification for the products you are bidding. Please note that if you fail to submit this information but a competitor does, the University will select your competitor’s product as meeting specifications and deem your product as not meeting specifications. See A.R.S. §34-451.

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

28. To the extent applicable to any contract resulting from this Request for Proposal, the proposer shall comply with the Standards for Privacy of Individually Identifiable Information under the Health Insurance Portability and Accountability Act of 1996 contained in 45 CFR Parts 160 and 164 (the “HIPAA Privacy Standards”) as of the effective date of the HIPAA Privacy Standards on April 14, 2003 or as later determined. Proposer will use all security and privacy safeguards
necessary to protect Protected Health Information (PHI), as defined by HIPAA, and shall immediately report to University all improper use or disclosure of PHI of which it becomes aware. Proposer agrees to ensure that its agents and subcontractors agree to and abide by these requirements. Proposer agrees to indemnify the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees against all harm or damage caused or contributed to by proposer’s breach of its obligations under this paragraph.

29. The University believes that it can best maintain its reputation for treating suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If you feel that we have fallen short of these goals, you may submit a protest pursuant to the Arizona Board of Regents procurement procedures, section 3-809, 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 or offeror. 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 (10) days after the earlier of a) the issuance of a Notice of Intent to Award or b) Award of a Contract 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 protagonist; (2) The signature of the protagonist 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:

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

Please note that as the University takes protests very seriously; we expect you to do so as well. Frivolous protests will not result in gain for your firm.
30. Other Opportunities with the University **NOT** related to this Request for Proposal.

**The ASU Magazine**

Connect your business with an affluent, educated audience through a business partnership with the ASU Alumni Association. The Association is the touchstone for the University’s 450,000 alumni and provides valuable connections between them and a wide variety of businesses. By doing business with the University, 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.
- 230,000 of alumni reside in Arizona.
- More than 200,000 alumni live in Maricopa County.
- 38,000 of alumni reside in California.
- 55% of ASU alumni are under the age of 55.
- 85% own their own place of residence.
- 60% earn more than $50,000 annually.
- 40% fall in the top two highest wealth rating categories.
- 14% hold multiple and/or advanced degrees.

Specific partnership opportunities exist in a variety of areas.
- Advertise in the ASU Magazine, mailed to more than 400,000 homes around the world three times per year.
- Sponsor one of the Association’s many programs and events and receive recognition and access to targeted audiences. Events include: Founder’s Day, Homecoming, Legends Luncheon, Sun Devil 100, football tailgates, Career Fairs and many more! Create a unique partnership with us to suit your needs.
- Establish benefits for ASU alumni by offering targeted discounts and services to Sun Devil alums all over the world.
- Advertise on the ASU Alumni Web site or on our 110 Chapter/Club websites or in monthly E newsletter which is sent out to more than 240,000 people monthly. Cost is $1000 per month per each advertising venue.
- Learn more by Contacting John Davis at 480-965-5051 or [jadavis@asu.edu](mailto:jadavis@asu.edu) today to start doing business with Sun Devil nation!

**Sun Devil Sports Marketing**

Sun Devil Sports Properties is the exclusive marketing and corporate sponsorship partner for Arizona State University Athletics and manages all corporate marketing opportunities surrounding Sun Devil Athletics. Sponsorship opportunities include, but are not limited to, on-premise signage, radio, print, digital, premium hospitality, event marketing and promotions. If you are interested in partnering with ASU Athletics, please contact Ben Burke at 480-727-9390.

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

- **AZPBS delivers – reach.** Comparable to other TV channels, well beyond cable channels and way beyond the top local radio stations and print media. AZPBS / KAET reaches 85 percent of the people of Arizona.
- **AZPBS delivers – quality audience.** Business leaders, decision makers, high income households, educated citizens & boomers and spenders with disposable income.
- **AZPBS 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
- **AZPBS delivers – multiple media platforms:**
  - 3 TV Channels – Eight HD, Eight Life & Eight World
  - Web views – [www.azpbs.org](http://www.azpbs.org) (150,000 unique visitors a month)
  - E-Marketing – 40,000 email addresses … and more.

Contact: Chad Bowen at AZPBS corporate support at 602-496-8669 or Chad.Bowen@asu.edu
Kelly McCullough, General Manager at 602-496-2422 or Kelly.McCullough@asu.edu
SECTION V – SPECIFICATIONS/SCOPE OF WORK

Overview

EdPlus seeks to reimagine lead generation through registration and retention for ASU’s educational alliances. We plan to augment enrollment services with a digital tool(s)/experience, enhanced reporting capabilities, and comprehensive management of the educational alliance pipeline to improve both our student experience and graduation outcomes. The overall scope involves developing a turnkey, end-to-end virtual enrollment solution, possibly multi-modular, that will be implemented in phases and consistently optimized for performance. The digital tool(s) will be designed to strategically help students with high-quality, timely, relevant, and personalized interactions during the enrollment process that also support human efforts in a cohesive, seamless way. Our goals include:

1. Improving the overall student enrollment experience for our educational alliances.
2. Creating a high-tech, scalable technology solution to reduce operating costs.
3. Developing a technology solution that provides complete transparency and opportunities for outcome optimization.
4. Providing prospective students a digital experience that looks and feels personalized to their particular admission and enrollment journey by integrating ASU data and existing technology with the digital solution.

The University may choose to enter into multiple contracts under this solicitation. During the course of the Agreement(s) resulting from this solicitation, the University, at its sole discretion, may add additional individuals or firms, provided that they meet the stated requirements of this Request for Proposal.

Use Cases

1. Student

1.1. Students will need to be able to explore program offerings, financing/payment options, skills for successful students, course registration recommendations, career and ASU’s differentiators and/or value proposition, which will holistically create a dynamic pathway toward ongoing education and career growth with Arizona State University.

1.2. Students shall have the option of completing the journey, Request for Information (RFI) > Pre-Admission Qualification > Program Discovery > Financial Options Discovery > Skills for Student Success > ASU Value Proposition > Application > Quick Enrollment/Registration, independently and holistically via the digital experience.

1.3. Students shall be able to track/see progress/milestones on their digital journey.

1.4. Students shall be able to receive assistance at any point including, but not limited to, phone numbers, live chat, text, voice mail, video tutorials, email, etc.
1.5. Students shall be able to resume progress on their digital experience if they need multiple sessions to complete.

1.6. Students will need a seamless experience into Arizona State University, regardless of which entry point meets the student’s individual needs.

1.7. Students will need a seamless experience from Global Freshman Academy (GFA) and Continuing and Professional Education (CPE) back into the proposed solution if it is later found out that they do indeed qualify for ASU.

1.8. Students may need to answer qualifying questions prior to starting ASU application.

1.9. Students may need to see customizable co-branding throughout the digital experience.

1.10. Digital experience will need to vary depending on individual needs of the educational alliances, contract/agreements, etc.

2. **Enrollment Coach**

2.1. Enrollment Coaches (ECs) need to understand where in the digital experience a student is at any given time via a direct data integration at all points of the student experience, ideally as both a live data feed and as a data mart.

2.2. Via an ‘admin’ role inside of the digital experience, enrollment coaches must be able to view the progress from the prospective student’s perspective.

2.3. Enrollment coaches must be able to access the ‘view as’ admin role via ASU’s Single Sign On to log into the digital experience.

3. **Leadership**

3.1. Leadership will need to understand the performance of the proposed solution.

3.2. Leadership will need to understand the pipeline/funnel of students within the proposed solution.

3.3. Leadership will need metrics/KPIs from proposed solution broken out at the granularity of educational alliance, including but not limited to:

   3.3.1. Prospects starting digital experience
   3.3.2. Prospects completing digital experience
   3.3.3. Views, including analysis of overall effectiveness
   3.3.4. Stop points
   3.3.5. Dropouts
   3.3.6. Click-throughs
   3.3.7. Page views
   3.3.8. Uptime/downtime and other system statistics
   3.3.9. Time spent on page
   3.3.10. Funnel progression

**High Level Requirements**
1. Proposed solution shall be wholly owned by Arizona State University.
   1.1. Awarded party must be able to host and support the digital solution for the duration of the contract.
   1.2. Awarded party must be able to transition the digital solution to ASU upon request.

2. Proposers shall provide vision/wireframes/mockups of what proposed solution would look like and how it would perform from the user's perspective.

3. Proposed solution shall be forward thinking and scalable to meet the needs of ASU’s growth trajectory and goals.

4. Proposed solution shall adhere to all ASU brand standards and/or educational alliance branding.
   4.1. The proposer must work within the ASU Graphic Standards and obtain proper logo usage. This includes compliance with ASU logo policies, procedures, guidelines and ASU maroon and gold standards. The University will not pay for any completed work that does not meet the ASU Graphic Standards. [https://brandguide.asu.edu](https://brandguide.asu.edu).

5. Proposed solution shall accommodate international audiences and technical requirements.

6. Awarded party shall create, maintain, and share all technical documentation pertinent to the proposed solution with all relevant ASU constituents.

7. Awarded party shall be able to match the speed and cadence of development with respect to project milestones.
   7.1. Awarded party shall be flexible and responsive in the event of changes to scope, priorities, and vision based on testing, research, and feedback.

8. **Consulting**
   8.1. The proposer must consult with ASU regarding Key Performance Indicators (KPIs) and performance metrics.
   8.2. The proposer must consult with ASU regarding technical architecture for an efficient, scalable solution.
   8.3. The proposer must consult with ASU in an effort to continuously improve baseline performance for the duration of the contract.
   8.4. The proposer must consult with ASU in an effort to continuously improve the quality of interaction with prospective students and ASU through the digital experience.
   8.5. The proposer must consult with ASU regarding contact/communication strategies and content.
      8.5.1. ASU reserves the right to approve and veto content prior to deployment(s).
8.6. The proposer must consult on a solution that differentiates the degree seeking student population from the non-degree seeking student population.

9. **Environments**

9.1. Awarded vendor shall provide both development/QA and production/live environments.

9.2. Test environments shall allow for Alpha/Beta (AB) testing, unit testing, user acceptance testing (UAT), regression testing, etc.

9.3. Environments must be responsive to mobile, multiple browsers, etc. that meet the needs of our users.

10. **Data**

10.1. Proposed solution will provide full data transparency to Arizona State University.

10.2. Data gathered in the system shall be available and passed to and from ASU enterprise systems, Salesforce, and other vendor solutions.

10.3. Data must be timely and should be as near to “real time” as possible.

10.4. Proposed solution shall provide data such that it initiates human intervention and triggers communications where needed.

10.5. Proposed solution shall provide data such that Business Intelligence (BI) teams can glean insights for dashboards and executive reporting.

10.6. Solution must have full application program interface (API) call architecture.

10.7. Data should be made available as a data mart, including a full accumulator table of activities and a logical schema.

11. **Systems**

11.1. Proposed solution shall be able to capture and pass information into various admissions applications.

11.2. Proposed solution shall integrate with ASU Online/Corporate RFI landing pages such that a student can start and complete their journey after RFI submission.

11.3. Proposed solution shall integrate with Salesforce such that students and their progress in the digital journey are known in both systems.

11.4. Proposed solution shall integrate with Salesforce, including email to case.

11.5. Proposed solution shall integrate with ASU’s master data management (MDM) and identity management.

11.6. Proposed solution shall integrate with ASU’s data warehouse.

11.7. Proposed solution shall integrate with ASU’s Google Analytics.

11.9. Proposed solution shall integrate with ASU’s PeopleSoft.

11.10. Proposed solution shall integrate and pass information to various web apps, such as the CPE and GFA web app.

11.11. Proposed solution shall integrate with educational alliance apps, such as Starbucks “Welcome App” and “Manager App.”

11.12. Proposed solution shall link out to external sites such as Free Application for Federal Student Aid (FAFSA).

11.13. Awarded party shall provide a solution for Content Management System (CMS) and metadata needs.

11.13.1. CMS solution must allow alteration of the user experience and metadata descriptions.

11.14. Proposed solution will need to be transferable to ASU for ASU’s sole ownership, provided that ASU elects to have it and all support transferred to ASU.

12. Security/Compliance

12.1. Proposed solution must adhere to all compliance regulations protecting the storage and transmission of PII, including FERPA-protected data.

12.2. Proposed solution will require a security review. See Section XIV - Security Review Process for an overview of the process.

12.3. Proposed solution shall be able to recognize returning users.

12.4. Proposed solution must comply with all applicable provisions of the American with Disabilities Act, the Rehabilitation Act of 1973, and all applicable federal regulations.

13. Support

13.1. Awarded vendor must provide real time support in the event of any issue, bug, or downtime, until ASU elects to transfer the product to ASU.

13.1.1. ASU shall be notified immediately of any product downtime.

13.1.2. Awarded vendor shall provide dedicated support staff, preferably Monday – Friday 8:00 A.M. to 5:00 P.M., MST, to help troubleshoot any issues with the product, i.e. a BI team, analyst, project manager (PM), etc.

13.2. Awarded vendor must comply with ASU’s implementation procedure which includes:

13.2.1. Review and approval of plans by ASU leadership prior to implementation.

13.2.2. Adherence to development and quality assurance policies in regards to launch

13.2.3. Clarifications and/or modifications to plans made no later than five (5) calendar days from the date of the written request.
13.3. Proposer will submit a plan, which, at the minimum, contains:

13.3.1. Goals, expectations, specific objectives, and any anticipated costs.

13.3.2. Methodology and approach for transferring the solution, data, and other information to another service provider.

13.3.3. Assumptions and dependencies associated with the transition-out plan.

13.3.4. Timelines and milestones for specific tasks throughout the transition-out plan.

Value Added Services

1. Describe what distinguishes your firm from that of your competitors to perform the services described in this Request for Proposal. Please provide a summary of any other value added services or programs which may contribute to the overall value of your proposal, including but not limited to:

1.1. Training

1.2. Industry partnerships

1.3. Support of ASU’s Charter and goals

1.4. Support of Sustainable development (including sustainability education programs), veterans’ affairs, initiatives in support of women, wellness, and our changing regional demographics

1.5. Support and enhance of ASU’s reputation as an innovative, foundational model for the New American University

1.6. Commitment to provide significant financial and non-financial support for the University and its signature programs
SECTION VI – GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS

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

Proposer shall use environmentally preferable products, materials and companies where economically feasible. Environmentally preferable products have a less or reduced effect on human health and the environment when compared to other products and companies that serve the same purpose. If two (2) products are equal in performance characteristics and the pricing is within 5%, the University will favor the more environmentally preferable product and company.

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

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

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

Proposer shall minimize packaging and any packaging/packing materials that are provided must meet at least one of, and preferably all, of the following criteria:

- Made from 100% post-consumer recycled materials
- Be recyclable
- Reusable
- Non-toxic
- Biodegradable

Further, proposer is expected to pick up packaging and either reuse it or recycle it. This is a requirement of the contract or purchase order.
SECTION VII – PROPOSER QUALIFICATIONS

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

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

2. Demonstrated experience in consulting and/or implementing large, scalable technology solutions at large institutions. Higher education experience is preferred.
   a. Provide a minimum of three (3) references, a description of recent experience in providing similar services as described therein, including institution size. References should be verifiable and able to comment on the firm’s experience, with a preference for references receiving services similar to those described in this Proposal. Include the name, title, telephone number, and email address of the individual at the organization most familiar with the Proposer.
   b. The proposer shall include a list of all accounts currently represented, noting all universities.

3. Financial Statements:

   Option A. Proposers who have audited financial statements are to 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 are to 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

4. All key personnel proposed by the firm must have relevant experience and be fully qualified to successfully provide the services described in the Scope of Work. Proposer will notify the University of any key personnel changes before or during the contract term.
a. Proposer shall provide resumes of personnel to be assigned to this project and include an organizational staffing chart.

5. The proposer shall provide any wireframes, screenshots, or report samples in relation to and support of Section V Scope of Work.

6. Review and acceptance of ASU’s Terms and Conditions. **Note: all exceptions with justification and alternative language MUST be submitted with the proposal.**
SECTION VIII – EVALUATION CRITERIA

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

1. Response to Section V – Specifications/Scope of Work (45%)
   a. General clarity, quality, and adequacy of the response

2. Response to Section IX – Pricing Schedule (20%)

3. Response to Section VII – Proposer Qualifications (10%)

4. Acknowledgment and acceptance of ASU Terms and Conditions (10%)

5. Sustainability Efforts/Sustainability Questionnaire (10%)

6. Value Add (5%)
SECTION IX – PRICING SCHEDULE

Proposer shall submit a detailed cost proposal to include all aspects of providing the scope of work associated with this Request for Proposal. Any additional costs, fees, and expenses must be detailed in the proposer’s proposal. Any additional expenses, not explicitly stated, will not be honored by ASU unless negotiated and agreed upon prior to the start of additional work. ASU is interested in receiving creative and comprehensive pricing matrices, which leverage the proposer’s options with regard to the scope and level of service.

Detail the pricing for the line items identified in the section, as well as any other reasonably foreseen cost associated with using the proposed solution(s) within this section:

1. Consulting fees and expected reimbursable expenses if applicable
2. Technical solution and associated expenses if applicable
3. Other costs - proposers must detail any other charges ASU can reasonably expect to encumber by adopting the proposed service solution, including costs associated with transition-out.

Pricing needs to address each use case and should be as comprehensive as possible. Please specify the pricing for consulting separate from pricing for the technical solution(s) and provide a preferred payment schedule. Costs should clearly indicate one-time vs. ongoing. Costs dependent on a driver (e.g. students, credit hours) should be clearly defined and explained, including the definition of the driver.

***Note***Any costs must be identified in your response as the University will not pay for any hidden costs.

*****Alternative term/price proposals cannot be submitted in lieu of the standard term.
SECTION X – FORM OF PROPOSAL/SPECIAL INSTRUCTIONS

Format of Submittal

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

- **One (1)** clearly marked hardcopy "original" in 8.5" x 11" double-sided, non-binding form. No metal or plastic binding – may use binder, folder, or clip for easy removal of proposal; and

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

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

- Proposer must check all flash drives before submitting. Company marketing materials should not be included unless the Request for Proposal specifically requests them. All photos must be compressed to small size formats.

Content of Submittal

If proposer fails to provide any of the following information, with the exception of the mandatory proposal certifications, the University may, at its sole option, ask the proposer to provide the missing information or evaluate the proposal without the missing information.

1. Mandatory certifications, Sustainability Questionnaire, Substitute W-9 and Vendor Authorization forms - Section XIII.

2. Acknowledgment and acceptance of ASU Terms and Conditions.. All exceptions must be submitted with justification and alternate language, and MUST be submitted with the proposal.

3. Response to Section V Specifications/Scope of Work, including but not limited to:
   a. Vision/wireframes/mockups of what proposed solution would look like and how it would perform from the user’s perspective.
   b. Value add proposal, if offer is available.
   c. Transition-out plan, including:
      i. Goals, expectations, specific objectives, and anticipated costs.
      ii. Methodology and approach for transferring data and other information to another service provider.
      iii. Assumptions and dependencies associated with the transition-out plan.
      iv. Timelines and milestones for specific tasks throughout the transition-out plan.

4. Response to Section VII Proposer Qualifications, including but not limited to:
a. 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.

b. Evidence that the firm has demonstrated experience in consulting and/or implementing large, scalable technology solutions at large institutions.

c. Three (3) references, including the name, title, telephone number, and email address of the individual at the organization most familiar with the Proposer.

d. Description of what distinguishes your firm from that of your competitors to perform the services described in this Request for Proposal, including any added value your firm brings to the proposal.

e. List of all accounts currently represented, noting all universities.

f. Financial statements.

g. Resumes of personnel to be assigned to this project and included an organizational staffing chart.

h. Wireframes, screenshots, or report samples in relation to and support of Section V Scope of Work.

5. Response to Section IX Pricing Schedule, including but not limited to:

a. Preferred payment schedule.

b. The categories as specified below, considering all use cases:
   i. Consulting fees and expected reimbursable expenses if applicable.
   ii. Technical solution and associated expenses if applicable.
   iii. Other costs, including details for any other charges ASU can reasonably expect to encumber by adopting the proposed service solution, including costs associated with transition-out.

c. Any proposed alternative contract terms. - Alternative term/price proposals cannot be submitted in lieu of the standard term
SECTION XI – PROPOSER INQUIRY FORM

Pre-Proposal Questions, General Clarifications, etc.

PROJECT NAME:  Digital Integrated Enrollment Support for Students

PROPOSAL NUMBER: RFP 331801

INQUIRY DEADLINE: 3:00 P.M., MST, November 15, 2017

QUESTIONS ON: _____ ORIGINAL PROPOSAL or _____ ADDENDUM NO.

DATE: ____________________________

WRITER: ____________________________

COMPANY: ____________________________

E-MAIL ADDRESS: ____________________________

PHONE: ____________________________  FAX: ____________________________

QUESTIONS:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
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________________________________________________________________________
SECTION XII – AGREEMENT - TERMS & CONDITIONS

The successful Proposer is expected to enter into an Independent Contractor Agreement for Services and Deliverables, the standard form of agreement approved by the Arizona Board of Regents. Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed non responsive and may be rejected. All exceptions must be submitted with justification and alternate language, and MUST be submitted with the proposal.

Arizona State University
INDEPENDENT CONTRACTOR AGREEMENT FOR CONSULTING, SERVICES, AND DELIVERABLES

THIS CONTRACT is made between the Arizona Board of Regents, a body corporate, for and on behalf of Arizona State University (ASU) and _______________________________________, a _________________________________________, effective as of ______________, 2017 (the Effective Date).

ASU issued a Request for Proposal 3311801 for Digital Integrated Enrollment Support for Students. Vendor responded with its proposal. ASU has or will developed confidential specifications (as amended and updated from time to time, the Specifications) for a Digital Integrated Enrollment Support Tool (the Tool), and desires to engage Vendor to develop the Tool consistent with the Specifications and the terms of this Contract.

In consideration of the mutual obligations specified in this Contract, the parties agree as follows:

1. Engagement; Services and Deliverables. ASU retains Vendor, as of the Effective Date, and Vendor accepts such engagement, to develop the Tool and perform the services described in general terms on Exhibit A, on an as-needed basis as and when more specifically detailed on a Statement of Work (collectively, the Services). Work shall be authorized only in a writing executed by both parties and in a form substantially similar to the form attached as Exhibit E (Statement of Work). The parties may execute one or more Statements of Work (each a SOW), sequentially numbered, all of which shall reference this Contract and shall be incorporated herein. As part of the Services, Vendor will deliver to ASU all goods, reports, code, documents, software, and other materials (the Deliverables) as may be set forth on a Statement of Work. To the extent any provision in a Statement of Work conflicts with any provisions of this Contract, the provisions of this Contract will control.

2. Compensation.

a. Payment. ASU will pay Vendor for the Services (which by definition include the Deliverables) as and when set forth on Exhibit B and in a Statement of Work. Unless described with specificity on Exhibit B or the applicable Statement of Work, ASU must receive all Deliverables prior to payment. Payment terms are Net 30 days upon ASU’s receipt of Vendor’s invoice. ASU will make all payments to Vendor in Vendor’s legal name as set forth in the opening paragraph.

b. Expenses. Unless described with specificity on Exhibit B or an executed Statement of Work, Vendor will be solely responsible for all expenses it incurs in connection with Vendor’s obligations under this Contract. If in a Statement of Work ASU agrees to reimburse Vendor for any travel expenses, all reimbursable travel expenses must be authorized in writing by ASU in advance of the planned travel and must be consistent with ASU Financial Services Policy FIN 421-01, www.asu.edu/aad/manuals/fin/fin421-01.html. If in a Statement of Work ASU agrees to reimburse Vendor for any expenses, Vendor will submit all receipts and any required backup documentation to ASU within 60 days after the applicable expenses were incurred. ASU will not be required to reimburse Vendor for any expenses, invoices, or receipts for expenses received after that time.
c. **Price Adjustment.** Price changes will normally only be considered at the end of one contract period and the beginning of another. Price change requests shall be supported by evidence of increased costs to Vendor. ASU will not approve price increases that will merely increase the gross profitability of the Vendor at the expense of ASU. Price change requests shall be a factor in the Contract extension review process. ASU shall determine whether the requested price increase or an alternate option is in the best interest of ASU.

d. **Sales and Use Tax.** Vendor 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. ASU 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 ASU.

3. **Term and Termination.** The obligations of the parties will commence on the Effective Date and, unless sooner terminated, continue for the term set forth in the applicable Statement of Work. This Contract will remain in effect until the Deliverables under all Statement of Works are completed, expired or terminated, or until the Contract is terminated. In no event will the term of the Contract, with the Statement of Works or renewals, exceed five (5) years. A termination of any Statement of Work shall not act as a termination of the Contract. ASU may terminate this Contract with or without cause upon 10 days’ prior written notice to Vendor. Upon termination, ASU will have no further obligations to Vendor other than payment for Services rendered and Deliverables delivered, in each case as of the effective date of termination. All provisions of this Contract that anticipate performance after termination, and all provisions necessary to interpret and enforce them, will survive termination of this Contract.

4. **Independent Contractor.** Vendor is an independent contractor. Neither Vendor nor any of Vendor’s owners, officers, directors, managers, members, employees, agents, contractors, or subcontractors (collectively, with Vendor, the Vendor Parties), will be employees, agents, partners, or joint venturers of ASU. None of the Vendor Parties will be eligible for any benefits from ASU, including worker’s compensation coverage, nor will ASU make deductions from any amounts payable to Vendor for taxes. Taxes for any amounts paid to Vendor will be Vendor’s sole responsibility.

5. **Hours; Business Operations.** Vendor will determine Vendor’s hours of work. ASU will not combine the business operations of ASU with Vendor; these operations will be maintained separately. Vendor will provide all tools, equipment, and supplies Vendor determines to be necessary to perform the Services, and Vendor will obtain and maintain in full force and effect all business registrations or licenses required to perform the Services.

6. **Supervision.** Vendor is using its own knowledge, skill, and technical know-how in the performance of the Services and is not being supervised by ASU. The conduct and control of Services under this Contract lies solely with Vendor, and ASU is interested only in final results.

7. **Records and Reports.** Vendor will provide interim written reports concerning the performance of the Services as and when ASU may request. Upon termination of the Term, Vendor will, if requested by ASU, provide a final written report regarding the Services.

8. **Nondisclosure and Trade Secrets.** Vendor may receive (or has received) from ASU, and may otherwise be exposed to confidential and proprietary information relating to ASU’s business practices, strategies, and technologies, as well as confidential information of ASU necessary to perform the Services (collectively, **ASU Confidential Information**). ASU Confidential Information includes the Specifications, and may include, but is not be limited to, confidential and proprietary information supplied to Vendor with the legend “ASU Confidential and Proprietary,” or other designations of confidentiality. As between Vendor and ASU, ASU Confidential Information is the sole, exclusive, and valuable property of ASU. Vendor will not reproduce or otherwise use any ASU Confidential Information except in the performance of the Services, and will not disclose any ASU Confidential Information to any third party, either during or after the Term, except with ASU’s prior written consent. Upon
termination of this Contract, Vendor will cease using, and will return to ASU, all originals and all copies of ASU Confidential Information, in all forms and media, in Vendor’s possession or under Vendor’s control. In addition, Vendor will not disclose or otherwise make available to ASU any confidential information of Vendor or received by Vendor from any third party.

Vendor will have no obligation to maintain as confidential any ASU Confidential Information that Vendor can show: (i) was already lawfully in the possession of or known by Vendor before receipt from ASU; (ii) is or becomes generally known in the industry through no violation of this Contract or any other agreement; (iii) is lawfully received by Vendor from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to ASU sufficient to allow ASU to contest such order; or (v) is approved in writing by ASU for release or other use by Vendor

9. Data Use, Ownership, and Privacy. As between the parties, ASU will own, or retain all of its rights in, all data and information that ASU provides to Vendor, as well as all data and information managed by Vendor on behalf of ASU, including all output, reports, analyses, and other materials relating to, derived from, or generated pursuant to this Contract, even if generated by Vendor, as well as all data obtained or extracted through ASU’s or Vendor’s use of such data or information (collectively, ASU Data). ASU Data also includes all data and information provided directly to Vendor by ASU students and employees, and includes personal data, metadata, and user content.

ASU Data will be ASU’s Intellectual Property and Vendor will treat it as ASU Confidential Information. Vendor will not use, access, disclose, or license, or provide to third parties, any ASU Data, except: (i) to the extent necessary to fulfill Vendor’s obligations to ASU hereunder; or (ii) as authorized in writing by ASU. Without limiting the generality of the foregoing, Vendor will not use any ASU Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without, in each case, ASU’s prior written consent. Vendor will not, directly or indirectly: (x) attempt to re-identify or de-aggregate deidentified or aggregated information; or (y) transfer deidentified and aggregated information to any party unless that party agrees not to attempt re-identification or de-aggregation. For ASU Data to be considered deidentified, all direct and indirect personal identifiers must be removed, including names, ID numbers, dates of birth, demographic information, location information, and school information. Upon request by ASU, Vendor will deliver, destroy, and/or make available to ASU, any or all ASU Data.

10. Ownership and Assignment of Work Product. All Intellectual Property that any of the Vendor Parties may make, conceive, discover, develop, or create, either solely or jointly with any other person or persons including ASU, pursuant to or in connection with the Services, including the Tool and all documentation, source code developed in connection with the Tool, (the Contract IP), will be owned by ASU, and where applicable, all copyrightable Contract IP will be considered “Work Made for Hire” under the U.S. Copyright Act, 17 U.S.C. §101 et seq. To the extent that any Contract IP is not, by operation of law, agreement or otherwise considered work made for hire for ASU (or if ownership of all rights therein do not otherwise vest exclusively in ASU), Vendor hereby irrevocably assigns, and will cause all Vendor Parties to so assign, without further consideration, to ASU, all right, title, and interest to all Contract IP. Intellectual Property means any and all inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, software, code (source and object), data, technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how, and all patent, trademark, service mark, trade secret, copyright, goodwill, and other intellectual property rights relating to the foregoing. Vendor will make full and prompt disclosure of all Contract IP to ASU. Vendor will, and will cause the Vendor Parties, upon request of ASU, to do such acts, and sign and deliver all instruments requested by ASU to vest in ASU the entire right, title and interest to the Contract IP, and to enable ASU to properly prepare, file, and prosecute applications for, and to obtain patents and/or copyrights on, the Contract IP, and, at ASU’s cost and expense, to cooperate with ASU in the protection of the Contract IP and/or defense of any litigation arising in connection with the Contract IP.
11. **Vendor’s Intellectual Property Ownership Rights.** Vendor will retain ownership of its pre-existing Intellectual Property, including any of its pre-existing Intellectual Property that may be incorporated into the Contract IP, provided that Vendor informs ASU in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Vendor hereby grants to ASU a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Contract IP or otherwise provided to ASU in the performance of the Services.

12. **Warranties.** Warranties. Vendor represents and warrants that: (i) all of the Services will be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training, and experience for the type of services they are assigned to perform; (ii) Vendor will comply, and will be responsible for ensuring Vendor Parties comply, with all applicable federal, state and local laws in the performance of this Contract; (iii) Vendor owns or has sufficient rights in all Deliverables, and no Deliverables will infringe on or violate any Intellectual Property of any third parties; (iv) no code or software developed or delivered by Vendor under this Contract, including the Tool, will contain any viruses, worms, Trojan Horses, or other disabling devices or code; and (v) all Deliverables will conform to the Specifications and descriptions created therefor.

13. **Indemnification.** Vendor will indemnify, defend, and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities, and its and their officials, agents, and employees (collectively, Indemnitee) for, from, and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation, and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, by (i) the negligent or willful acts or omissions of any of the Vendor Parties; (ii) a breach of this Contract, (iii) any Deliverables infringe on or misappropriate the intellectual property rights of a third party; or (iv) failure to comply with any applicable law. Vendor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

14. **Responsibility.** Each party will be responsible for the negligence, acts and omissions of its employees and contractors when acting under such party’s direction and supervision. Notwithstanding the terms of this Contract or any other document or agreement: (i) other than for employees and contractors acting under ASU’s direction and supervision, ASU is not responsible for any actions of any third parties, including its students; and (ii) no person may bind ASU unless they are an authorized signatory of ASU, as set forth in PUR-202, which is at [www.asu.edu/counsel/manual/signatureauthority.html](http://www.asu.edu/counsel/manual/signatureauthority.html).

15. **No Debarment.** None of the Vendor Parties, either directly or indirectly or through subcontractors, have been suspended, excluded from participation in or penalized by any Federal or State procurement, non-procurement, or reimbursement program. Vendor affirms that it has confirmed the above statement by checking The System for Award Management (SAM) [www.uscontractorregistration.com](http://www.uscontractorregistration.com) within 180 days prior to commencing Services. Vendor will provide immediate written notice to ASU upon the subsequent exclusion of any of the Vendor Parties, or upon learning of any investigation or proposed action that could result in such exclusion.

16. **Notices.** All notices and communications required or permitted under this Contract will be in writing and will be given by personal delivery against receipt (including private courier service such as Federal Express), or certified United States Mail, return receipt requested. All notices and communications will be sent to the addresses set forth below or to such other address as the parties may specify in the same manner:

   To ASU:
   
   ASU EdPlus  
   1365 N Scottsdale Rd.  
   Skysong 200
Scottsdale, AZ 85257
Attn:
With a copy to:
   ASU Purchasing and Business Services
   PO Box 875212
   Tempe, AZ 85287-5212
   Attn:  Chief Procurement Officer

To Vendor:

Attn:  ______________________________

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

17. **Nondiscrimination.** The parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

18. **Conflict of Interest.** If within 3 years after the execution of this Contract, Vendor hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Contract, then ASU may cancel this Contract as provided in Arizona Revised Statutes (ARS) § 38-511. Notice is also given of ARS §§ 41-2517 and 41-753.

19. **Arbitration in Superior Court.** As required by ARS § 12-1518, the parties agree to make use of arbitration in disputes that are subject to mandatory arbitration pursuant to ARS § 12-133.

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

21. **Records.** To the extent required by ARS § 35-214, Vendor will retain all records relating to this Contract. Vendor will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the term of this Contract and for a period of five years after the completion of this Contract. The records will be provided at Arizona State University, Tempe, Arizona, or another location designated by ASU on reasonable notice to Vendor. Records may be delivered electronically.

22. **Failure of Legislature to Appropriate.** In accordance with ARS § 35-154, if ASU’s performance under this Contract depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to Vendor and cancel this Contract without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.

23. **Weapons, Explosive Devices, and Fireworks.** ASU prohibits the use, possession, display or storage of any weapon, explosive device or fireworks on all land and buildings owned, leased, or under the control of ASU or its affiliated or related entities, in all ASU residential facilities (whether managed by ASU or another entity), in all
ASU vehicles, and at all ASU or ASU affiliate sponsored events and activities, except as provided in ARS § 12-781, or unless written permission is given by the Chief of the ASU Police Department or a designated representative. Notification by Vendor to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or licensees of Vendor (Vendor Notification Parties) of this policy is a condition and requirement of this Contract. Vendor further agrees to enforce this Contract requirement against all Vendor Notification Parties. ASU’s policy may be accessed at: www.asu.edu/aad/manuals/pdp/pdp201-05.html.

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

25. Information Security. All systems containing ASU Data must be designed, managed, and operated in accordance with information security best practices and in compliance with all applicable federal and state laws, regulations and policies. To diminish information security threats, Vendor will (either directly or through its third party service providers) meet the requirements set forth on Exhibit C.

26. Background Checks. Entity will, at Entity’s expense, conduct reference checks, and employment, education, SSN trace, National Sex Offender Registry, and criminal history record checks (collectively, Screenings) on those persons employed or contracted by Entity for security or safety-sensitive positions, as defined in ASU ACD 126 at asu.edu/aad/manuals/acd/acd126.html, or who may have access to sensitive or highly sensitive ASU data, as defined ASU’s Data Handling Standard at docs.google.com/file/d/0B7bqVGx3GJQbM2JwMFlkdl91clk/edit. Entity will conduct all Screenings within 90 days prior to a person commencing work under this Agreement. Entity will exclude from any direct participation in Entity’s performance under this Agreement, any unqualified persons. Entity will maintain, as part of the records Entity is required to maintain hereunder, all Screening information and all documentation relating to work performance for each employee or contractor who performs work hereunder. Entity will abide by all applicable laws, rules and regulations, including the Fair Credit Reporting Act, and equal opportunity laws, rules, and regulations.

27. Insurance Requirements. Without limiting any liabilities or any other obligation of Vendor, Vendor will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged, including any warranty periods under this Contract, or are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the performance of the work hereunder by Vendor, its agents, representatives, employees or subcontractors as described on Exhibit D.

28. Student Educational Records. Student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). Vendor will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from ASU or as otherwise provided by law. If this Contract contains a scope of work or other provision that requires or permits Vendor to access or release any student records, then, for purposes of this Contract only, ASU designates Vendor as a “school official” for ASU under FERPA, as that term is used in FERPA and its implementing regulations. In addition, any access or disclosures of student educational records made by Vendor or any Vendor Parties must comply with ASU’s definition of legitimate educational purpose, which definition can be found at: SSM 107-01: Release of Student Information (www.asu.edu/aad/manuals/ssm/ssm107-01.html). If Vendor violates the terms of this section, Vendor will immediately provide notice of the violation to ASU.
29. **Title IX Obligation.** Title IX protects individuals from discrimination based on sex, including sexual harassment. ASU fosters a learning and working environment that is built on respect and free of sexual harassment. ASU’s Title IX Guidance is available at [www.asu.edu/titleIX/Vendors-and-an-Environment-of-Respect.pdf](http://www.asu.edu/titleIX/Vendors-and-an-Environment-of-Respect.pdf). Vendor will: (i) comply with ASU’s Title IX Guidance; (ii) provide ASU’s Title IX Guidance to any Vendor Parties who may reasonably be expected to interact with ASU students and employees, in person or online; and (iii) ensure that all Vendor Parties comply with ASU’s Title IX Guidance.

30. **Authorized Presence Requirements.** As required by ARS § 41-4401, ASU is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with ARS § 23-214(A) (verification of employee eligibility through the e-verify program). Vendor warrants that it and its subcontractors comply fully with all applicable federal immigration laws and regulations that relate to their employees and their compliance with ARS § 23-214(A). A breach of this warranty will be a material breach of this Contract that is subject to penalties up to and including termination of this Contract. ASU retains the legal right to inspect the papers of any Contractor or subcontractor employee who works hereunder to ensure that the contractor or subcontractor is complying with the above warranty.

31. **Tobacco-Free University.** ASU is tobacco free. For details, visit [www.asu.edu/tobaccofree](http://www.asu.edu/tobaccofree).

32. **Outside Services; Notification.** Vendor is free to perform work for entities other than ASU as long as such services do not violate Vendor’s obligations under this Contract. Vendor authorizes ASU to notify any employers or clients of Vendor’s obligations hereunder.

33. **Offshore Performance of Work Prohibited.** Due to security and identification protection concerns, direct Services under this Contract will be performed within the borders of the United States. Any Services that are described in the scope of work that directly serve ASU and may involve access to secure or sensitive data or personal client data or development or modification of software for ASU will be performed within the borders of the United States. Unless stated otherwise in the scope of work, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of this Contract. This provision applies to work performed by subcontractors at all tiers.

34. **Construction.** Each party acknowledges that it has had the opportunity to participate in the drafting of, and to have its legal counsel review, this Contract. Vendor is not relying on the advice or counsel of any individuals employed by ASU in entering into this Contract. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be applied in interpreting this Contract.

35. **Americans with Disabilities and Rehabilitation Acts.** Vendor will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all applicable federal regulations. All electronic and information technology and products and services to be used by ASU faculty/staff, students, program participants, or other ASU constituencies must be compliant with the Americans with Disabilities Act and Section 508 of the Rehabilitation Act of 1973, as amended from time to time. Compliance means that a disabled person can acquire the same information, engage in the same interactions, and enjoy the same services as a nondisabled person, in an equally effective and integrated manner, with substantially equivalent ease of use.

36. **Data Protection.** Entity will ensure that all services undertaken pursuant to this Agreement are performed in compliance with applicable privacy and data protection laws, rules, and regulations. If Entity will serve as a Processor of ASU Data that includes Personal Data of Data Subjects who reside in the European Union, Entity will cooperate with ASU to comply with the EU General Data Protection Regulation (GDPR) with respect to such Personal Data and Data Subjects. This includes ensuring that all Data Subjects have signed appropriate Consents, and signing and complying with all documents and agreements reasonably requested by ASU, including any data processing agreements. All capitalized terms in this paragraph not otherwise defined in this Agreement are defined in the GDPR.
37. Academic Freedom and Accreditation. ASU must comply with the policies, standards, and requirements of ABOR and ASU’s accrediting bodies. ASU will maintain ultimate authority over all curriculum. ASU may veto or otherwise not follow or enforce any terms, requirements, or decisions contrary to the policies, standards, and requirements of ABOR and any accrediting entities. None of ASU’s obligations in the Agreement will be construed to limit academic freedom.

38. No Boycott of Israel. As required by ARS §§ 35-393 to 35-393.01, Vendor certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Contract.

39. Governing Law and Venue. This Contract will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. ASU’s obligations hereunder are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to this Contract will be conducted in Maricopa County, Arizona. Each party waives any objection it may now or hereafter have to venue or to convenience of forum.

The parties have signed this Contract as of the Effective Date.

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

By: ________________________________  By: ________________________________
Name: ______________________________
Title: ______________________________
Date Signed: __________________________

Vendor:

By: ________________________________  By: ________________________________
Name: ______________________________
Title: ______________________________
Date Signed: __________________________
EXHIBIT B – CONSIDERATION
EXHIBIT C – INFORMATION SECURITY

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

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

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

(c) Off Shore. Direct services under this Contract will be performed within the borders of the United States. Any services that are described in this Contract that directly serve ASU and may involve access to secure or sensitive ASU Data or personal client data or development or modification of software for ASU will be performed within the borders of the United States. Unless stated otherwise in this Contract, this requirement does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of this Contract. This provision applies to work performed by subcontractors at all tiers and to all ASU Data.

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

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

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

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

(h) Scanning and Penetration Tests. Perform periodic scans, including penetration tests, for unauthorized applications, services, code and system vulnerabilities on the networks and systems included in this Contract at regular intervals in accordance with industry standards and best practices. Vendor must correct weaknesses within a reasonable period of time, and Vendor must provide proof of testing to ASU upon ASU’s request.

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

(j) Secure Development. Use secure development and coding standards including secure change management procedures in accordance with industry standards. Perform penetration testing and/or scanning prior to releasing new software versions. Vendor will provide internal standards and procedures to ASU for review upon ASU request.
EXHIBIT D – INSURANCE REQUIREMENTS

Without limiting any liabilities or any other obligations of Vendor, Vendor will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged, including any warranty periods under this Contract, or are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the performance of the Services.

These insurance requirements are minimum requirements for this Contract and do not limit any indemnity covenants contained in this Contract. ASU does not warrant that these minimum limits are sufficient to protect Vendor from liabilities that might arise out of the performance of the Services by Vendor or the Vendor Parties, and Vendor is free to purchase additional insurance.

A. Minimum Scope and Limits of Liability: Vendor will provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability – Occurrence Form. Policy will include bodily injury, property damage, personal injury, and broad form Contractual liability coverage.

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Blanket Contractual Liability – Written and Oral $1,000,000
- Each Occurrence $1,000,000

a. Policy will 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, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Vendor.”

b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Vendor.

2. 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

a. Policy will 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, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Vendor, involving vehicles owned, leased, hired, or borrowed by Vendor.”

b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Vendor.

c. Policy will contain a severability of interest provision.
3. **Worker’s Compensation and Employers’ Liability** – statutory limits, as amended from time to time and in each case no less than the amounts specified below:

<table>
<thead>
<tr>
<th>Workers Compensation</th>
<th>Employers Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Accident</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Disease – Each Employee</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Disease – Policy Limit</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

a. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Vendor.

b. This requirement will not apply to: Separately, EACH contractor or subcontractor exempt under ARS 23-901, AND when such contractor or subcontractor signs the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Network Security and Cyber Liability**

- Each Claim $10,000,000
- Annual Aggregate $10,000,000

5. **Technology/Network Errors and Omissions Insurance.**

- Each Claim $5,000,000
- Annual Aggregate $10,000,000

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

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

5. **Professional Liability** (Errors and Omissions Liability) (This type of PL will be for consulting outside of the technology).

<table>
<thead>
<tr>
<th>Each Claim</th>
<th>$2,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Aggregate</td>
<td>$4,000,000</td>
</tr>
</tbody>
</table>

a. If the professional liability insurance required by this Contract is written on a claims-made basis, Vendor warrants that any retroactive date under the policy will 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 2 years beginning at the time work under this Contract is completed.
b. Policy will cover professional misconduct for those positions defined in the scope of work of this Contract.

B. Additional Insurance Requirements:

1. Vendor’s insurance coverage will be primary insurance with respect to all other available sources.

2. Coverage provided by Vendor will not be limited to the liability assumed under the indemnification provisions of this Contract.

C. Notice of Cancellation: With the exception of 10 day prior written notice of cancellation for non-payment of premium, any changes material to compliance with this Contract in the insurance policies above will require 30 days prior written notice sent directly to Director of Risk Management, ASU, PO Box 876512, Tempe, AZ, 85287-6512 and shall be sent by United States certified mail, return receipt requested.

D. Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an “A.M. Best” rating of not less than A-VII (A minus seven). The State of Arizona in no way warrants that the above required minimum insurer rating is sufficient to protect Vendor from potential insurer insolvency.

E. Verification of Coverage: Vendor will furnish ASU 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 ASU 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 Contract. 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 must be sent directly to Director of Risk Management, Arizona State University, P.O. Box 876512, Tempe, AZ 85287-6512. ASU’s project or purchase order number and project description will be noted on each certificate of insurance. Arizona and/or ASU reserve the right to require complete certified copies of all insurance policies required by this Contract at any time.

F. Subcontractors: Vendor’s certificate(s) will include all subcontractors as insureds under its policies or Vendor will furnish to ASU separate certificates and endorsements for each subcontractor. All coverages for subcontractors will be subject to the minimum requirements identified above.

G. Approval: These insurance requirements are the standard insurance requirements of ASU. Any modification or variation from these insurance requirements will require the approval of the Arizona Department of Administration, Risk Management Section.
Exhibit E

(small)

Statement of Work No. ____

PROJECT:

ASU Department Name and Contact:

This Statement of Work is made in accordance with the Independent Contractor Agreement for Consulting, Services and Deliverables between ___________________________ (“Vendor”) and the Arizona Board of Regents for and on behalf of Arizona State University (“ASU”), dated ____________________________ (the “Contract”). To the extent any provision in this Statement of Work conflicts with any provisions of the Contract, the provisions of the Contract will control.

SCOPE:

Vendor is authorized to provide the following Services:

DELIVERABLES:

TIMELINES

FEES:

TERM AND TERMINATION:

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

By: ______________________________  By: ____________________________________
Name: ___________________________  Name: _________________________________
Title: ____________________________  Title:___________________________________
Date Signed: ______________________  Date Signed: ____________________________
SECTION XIII – MANDATORY CERTIFICATIONS

(Fillable PDF versions of mandatory certifications are located on-line under Supplier Forms: http://cfo.asu.edu/purchasing-forms. ORIGINAL signatures are REQUIRED for either version.)

CONFLICT OF INTEREST CERTIFICATION

(Date)

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

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

( ) There is no officer or employee of Arizona State University who has, or whose relative has, a substantial interest in any contract resulting from this request.

( ) The names of any and all public officers or employees of Arizona State University who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification.

________________________________ ______________________________
(Email address)   (Address)

________________________________ ______________________________
(Signature required)   (Phone)

________________________________ ______________________________
(Print name)   (Fax)

________________________________ ______________________________
(Print title)   (Federal Taxpayer ID Number)

(Rev. 4/22/14)
FEDERAL DEBARRED LIST CERTIFICATION

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

(Date)

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

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

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
   (i) The Offeror and/or any of its Principals—

   (A) (check one) **Are ( ) or are not ( )** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (The debarred list (List of Parties Excluded from Federal Procurement and Non-Procurement Programs) can be found at [https://www.sam.gov/index.html/#1#1.](https://www.sam.gov/index.html/#1#1))

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

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

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

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

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

_____________________________   _______________________________
(Email address)                  (Address)

_____________________________   _______________________________
(Signature required)             (Phone)

_____________________________   _______________________________
(Print name)                     (Fax)

_____________________________   _______________________________
(Print title)                    (Federal Taxpayer ID Number)

(Federal Debarred List Continued)
(Rev. 4/22/14)
ANTI-LOBBYING CERTIFICATION

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

_____________________
(Date)

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

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

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

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

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

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

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

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

(Signature page follows)
LEGAL WORKER CERTIFICATION

(Date)

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

Authorized Presence Requirements. As required by ARS § 41-4401, ASU is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with ARS § 23-214(A) (verification of employee eligibility through the e-verify program). Vendor warrants that it and its subcontractors comply fully with all applicable federal immigration laws and regulations that relate to their employees and their compliance with ARS § 23-214(A). A breach of this warranty will be a material breach of this Contract that is subject to penalties up to and including termination of this Contract. ASU retains the legal right to inspect the papers of any Contractor or subcontractor employee who works hereunder to ensure that the contractor or subcontractor is complying with the above warranty.

A breach of the foregoing warranty shall be deemed a material breach of the contract. In addition to the legal rights and remedies available to the University hereunder and under the common law, in the event of such a breach, the University shall have the right to terminate the contract. Upon request, the University shall have the right to inspect the papers of each contractor, subcontractor or any employee of either who performs work hereunder for the purpose of ensuring that the contractor or subcontractor is in compliance with the warranty set forth in this provision.

(Email address)   (Address)

(Signature required)   (Phone)

(Print name)   (Fax)

(Print title)   (Federal Taxpayer ID Number)

(Rev. 6/23/14)
The Supplier Sustainability Questionnaire is used to help the University understand how sustainable a supplier is. Sustainability is an important goal for the University, and as such, we expect our suppliers to help us support this goal. There are two (2) different questionnaires posted, one is for large companies while the other is for small businesses. A company is considered to be large when there are more than 100 fulltime employees or over 4 million dollars in annual revenue generated.

SUPPLIER SUSTAINABILITY QUESTIONNAIRE – LARGE COMPANY

Firm Name: ___________________________ Date: ___________________________

The Supplier Sustainability Questionnaire must be completed and returned with your Proposal. This questionnaire is applicable to firms that provide services as well as those that provide goods.

The University’s vision is to be environmentally sustainable while expanding our education, research, and community support programs. The University seeks suppliers who share our sustainability vision. Accordingly, please answer the following questions.

To each question please provide at least one (1) of the following types of responses:
- An explanation or description
- A URL of your policy or program
An electronic copy of your illustrative policies or programs must be provided if requested. If the question does not apply, answer with N/A and provide an explanation as to why.

Energy
1. What is your firm doing to be energy efficient?
2. What are your firm’s annual greenhouse gas emissions in metric tons of carbon dioxide equivalent? (Enter total metric tons of CO2 equivalency [includes the following GHGs: CO2, CH4, N2), SF6, HFCs and PFCs])
3. What plan is in place to reduce greenhouse gas emissions in the future?

Solid Waste
1. What is your firm doing to reduce waste to landfill?
2. What is your firm’s annual waste to landfill generated in metric tons? (Enter total metric tons)
3. What plan is in place to reduce waste to landfill generated in the future?

Water Waste
1. What is your firm doing to reduce water waste?
2. What is your firm’s annual water waste in gallons? (Enter total gallons)
3. What plan is in place to reduce water waste in the future?

Packaging
1. What is your firm’s plan to minimize packaging and/or describe your firm’s packaging “Take Back” program?
2. What kind of reusable, recyclable, and/or compostable packaging materials does your firm use?
3. What does your firm do to encourage/require your suppliers to minimize packaging and/or use reusable, recyclable, or compostable packaging materials?

Sustainability Practices
1. What programs does your firm have to encourage your employees to use alternative transportation while commuting to work and travelling locally?
2. What sustainability guidelines or environmental statement does your firm have to guide the firm as a whole?
3. What are your firm’s sustainable purchasing guidelines?
4. What kind of position(s) or team(s) does your firm have dedicated to overseeing sustainability initiatives?
5. List the sustainability related professional associations of which your firm is a member.
6. What kind of effort does your firm make to reduce the use of environmentally harmful materials?
7. Has an environmental life-cycle analysis of your firm’s products been conducted by a certified testing organization?
8. Does your firm use Green Seal/EcoLogo certified or biodegradable/eco-friendly cleaning products?
9. Has your firm been cited for non-compliance of an environmental or safety issue in the past ten years?
10. Name any third party certifications your firm has in regards to sustainable business practices?
11. Describe any other initiatives your firm has taken to integrate sustainability practices principles into your operations.

Community
1. What charity, community development, educational programs, or environmental programs is your firm involved in within your local community?
2. What educational programs does your firm have to develop employees?

If your firm is just beginning the sustainability journey, or is looking for tools and resources, here are some suggestions:

Energy
Greenhouse Gas Protocol provides tools to calculate emissions that are industry specific:
   o http://www.ghgprotocol.org/calculation-tools
Practice Green health provides basic information and tools for emissions as well:

Solid Waste
The EPA’s pre-built excel file to help measure and track your waste and recycling:
   o http://www.epa.gov/summ/wastewise/measure-progress.htm
Greenbiz’s comprehensive guide to reducing corporate waste:

Water Waste
BSR’s guide on how to establish your water usage:
  o http://www.bsr.org/reports/BSR_Water-Trends.pdf
EPA information about conserving water:
  o http://water.epa.gov/polwaste/nps/chap3.cfm

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

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

EPA life cycle assessment information:
  o http://www.epa.gov/nrmrl/std/lca/lca.html
Green Seal green products & services:
Ecologo cleaning and janitorial products:
EPA information on sustainable landscape management:
  o http://www.epa.gov/epawaste/conserve/tools/greenscapes/index.htm
SUPPLIER SUSTAINABILITY QUESTIONNAIRE – SMALL COMPANY

Firm Name: ______________________ Date: ____________________

The Supplier Sustainability Questionnaire must be completed and returned with your Proposal. This questionnaire is applicable to firms that provide services as well as those that provide goods.

The University’s vision is to be environmentally sustainable while expanding our education, research, and community support programs. The University seeks suppliers who share our sustainability vision. Accordingly, please answer the following questions.

To each question please provide at least one (1) of the following types of responses:

- An explanation or description
- A URL of your policy or program

An electronic copy of your illustrative policies or programs must be provided if requested. If the question does not apply, answer with N/A and provide an explanation as to why.

Energy
1. What is your firm doing to be energy efficient?
2. What plan is in place to reduce greenhouse gas emissions in the future?

Solid Waste
1. What is your firm doing to reduce waste to landfill?
2. What plan is in place to reduce waste to landfill generated in the future?

Water Waste
1. What is your firm doing to reduce water waste?
2. What plan is in place to reduce water waste in the future?

Packaging
1. What is your firm’s plan to minimize packaging and/or describe your firm’s packaging “Take Back” program?
2. What kind of reusable, recyclable, and/or compostable packaging materials does your firm use?
3. What does your firm do to encourage/require your suppliers to minimize packaging and/or use reusable, recyclable, or compostable packaging materials?

Sustainability Practices
1. What programs does your firm have to encourage your employees to use alternative transportation while commuting to work and travelling locally?
2. What sustainability guidelines or environmental statement does your firm have to guide the firm as a whole?
3. What are your firm’s sustainable purchasing guidelines?
4. What kind of position(s) or team(s) does your firm have dedicated to overseeing sustainability initiatives?
5. List the sustainability related professional associations of which your firm is a member.
6. What kind of effort does your firm make to reduce the use of environmentally harmful materials?
7. Does your firm use Green Seal/EcoLogo certified or biodegradable/eco-friendly cleaning products?
8. Has your firm been cited for non-compliance of an environmental or safety issue in the past ten years?
9. Name any third party certifications your firm has in regards to sustainable business practices?
10. Describe any other initiatives your firm has taken to integrate sustainability practices principles into your operations.

Community
1. What charity, community development, educational programs, or environmental programs is your firm involved in within your local community?
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Solid Waste
The EPA’s pre-built excel file to help measure and track your waste and recycling:
- http://www.epa.gov/smm/wastewise/measure-progress.htm
Greenbiz’s comprehensive guide to reducing corporate waste:

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

Packaging
Links to get you started on sustainable packaging:

Sustainability Practices
Ideas for alternative transportation programs:

The EPA environmentally preferable purchasing guidelines for suppliers:
- [http://www.epa.gov/epp/](http://www.epa.gov/epp/)

EPA life cycle assessment information:
- [http://www2.epa.gov/saferchoice/design-environment-life-cycle-assessments](http://www2.epa.gov/saferchoice/design-environment-life-cycle-assessments)

Green Seal green products & services:

Ecologo cleaning and janitorial products:

EPA information on sustainable landscape management:
**FATCA Compliant Substitute W-9**

**RETURN TO ASU**

**DO NOT SEND TO IRS**

**ATTN:** Foreign individuals who are non-residents for US tax purposes only complete IRS Form W-8BEN. Foreign entities complete IRS Form W-8BEN-E.

<table>
<thead>
<tr>
<th>Taxpayer Identification Number (TIN)</th>
<th>Employer ID Number (EIN)</th>
<th>Social Security Number (SSN)</th>
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</table>

<table>
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<tr>
<th><strong>LEGAL NAME:</strong> (must match TIN)</th>
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<table>
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<tr>
<th><strong>LEGAL MAILING ADDRESS:</strong> (Where tax information and general correspondence is to be sent)</th>
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<table>
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<tr>
<th>DBA/Branch/Location:</th>
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<th>ADDRESS LINE 1:</th>
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<table>
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<tr>
<th>ADDRESS LINE 2:</th>
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<table>
<thead>
<tr>
<th>CITY</th>
<th>ST</th>
<th>ZIP</th>
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</table>

**REMIT TO ADDRESS:**

<table>
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<tr>
<th>Same as Legal Mailing Address</th>
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</table>

<table>
<thead>
<tr>
<th>DBA/Branch/Location:</th>
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<table>
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<tr>
<th>ADDRESS:</th>
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</table>

<table>
<thead>
<tr>
<th>ADDRESS LINE 2:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>CITY</th>
<th>ST</th>
<th>ZIP</th>
</tr>
</thead>
</table>

**ENTITY TYPE (EP: exempt payee [backup withholding] exemption code; FC: FATCA exemption code)**

<table>
<thead>
<tr>
<th>Individual (not a business)</th>
<th>Sole proprietor (individually owned business) or sole proprietor organized as LLC or PLLC</th>
<th>Corporation (not providing health care, medical or legal services) (EP: 5)</th>
<th>Corporation (providing health care, medical or legal services) (EP: 5)</th>
<th>Partnership, LLP or partnership organized as LLC or PLLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>The U.S. or any of its political subdivisions or instrumentalities (EP: 2 FC: B)</td>
<td>A state, a possession of the US or any of their political subdivisions or instrumentalities (EP: 3 FC: C)</td>
<td>Tax-exempt organizations under IRC §501 or §403 (EP: 1 FC: A)</td>
<td>An international organization or any of its agencies or instrumentalities (EP: 4)</td>
<td>State of Arizona employee</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Yes</th>
<th>No (FC: D/E)</th>
</tr>
</thead>
</table>

**CERTIFICATION**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct TIN (or I am waiting for a number to be issued to me).
2. I am not subject to backup withholding because I am exempt from backup withholding, I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. citizen or other U.S. person (defined below).
4. The FATCA codes entered on this form, if any, indicating that I am exempt from FATCA reporting are correct.

**Certification instructions.** You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Signature of U.S. Individual

Date:

**NOTE:** IF BOTH PAGES OF THIS FORM ARE NOT COMPLETED THE FORM WILL BE RETURNED TO YOU. Arizona State University (ASU) is fulfilling a mandate associated with state agencies increasing procurements from Arizona Small and Diverse Businesses.
<table>
<thead>
<tr>
<th>RETURN TO ASU</th>
<th>DO NOT SEND TO IRS</th>
</tr>
</thead>
<tbody>
<tr>
<td>▶ Legal Name:</td>
<td>TIN:</td>
</tr>
</tbody>
</table>

Are you doing business in Arizona for purposes of sales/use tax collection and remittance? [ ] Yes [ ] No
If you select Yes, please provide your Arizona License # and sales/use tax rate charged % DUNS#

**SECTION 1 - FEDERAL INFORMATION**

*What is your business’ federal classification type?* See the definitions in the link or on the Vendor Authorization Form instructions. (S.B.A. Small Business definition FAR 19.001 and size standards FAR 19.102) [http://www.sba.gov/size](http://www.sba.gov/size)

Large Business? [ ] YES [ ] NO [ ]
Small Business? [ ] YES [ ] NO [ ]

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

<table>
<thead>
<tr>
<th>Service-Disabled Veteran-Owned (VD)</th>
<th>Small Disadvantaged (SD)</th>
<th>Women-Owned (WO)</th>
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<tbody>
<tr>
<td>[ ]</td>
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<td>[ ]</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Veteran-Owned (VO)</th>
<th>Minority Institution (MI)</th>
<th>HUB Zone (HZ)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
</tbody>
</table>

**SECTION 2 - STATE OF ARIZONA SMALL BUSINESS INFORMATION**

Are you self-certified according to this State of Arizona definition? “Less than 100 full-time employees OR less than $4 million in volume in the last fiscal year” [ ] YES [ ] NO

Per FAR 52.219-1 and under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small, HUB Zone small, small disadvantaged or women-owned small business concern to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9 or 15 of the Small Business Act or any other provision of federal law that specifically references section 8(d) for a definition of program eligibility, shall be punished by imposition of fine, imprisonment or both; be subject to administrative remedies, including suspension and debarment; and be ineligible for participation in programs conducted under the authority of the Act.

Print Name:  
Signature:  
Phone:  
Fax:  
Email:  

**VENDOR:** List the product or service provided.

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

**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.
SECTION XIV – SECURITY REVIEW PROCESS (Reference document #1)
Form version: 2016-06-20

Expectations

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

Please have your answers completed and your Security Architecture Diagram available in your google project folder one week before your scheduled review. Projects with incomplete documentation will be asked to reschedule.

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

Overview

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

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

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

Scope of Review

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

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

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

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

Project Information

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

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

X This project is not using Planview.

What is the purpose of your project? Briefly describe what you'd like to accomplish.

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

Name:
Title:
Department:

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

Name:
Title:
Department:

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

Responsibility for Secure Design

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

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

<table>
<thead>
<tr>
<th>Level</th>
<th>Status</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unknown</td>
<td></td>
<td>We don't know who is responsible for the security design of the entire system.</td>
</tr>
<tr>
<td>High</td>
<td></td>
<td>Although certain parts may be designed for security, nobody is responsible for the security design and ASU standards compliance of the entire system including users and their devices.</td>
</tr>
<tr>
<td>Medium</td>
<td></td>
<td>A vendor claims to be responsible for the security design and ASU standards compliance of the entire system, but the vendor has not signed ISO language, or the scope of the vendor's contracted responsibility does not cover the entire system including users and their devices.</td>
</tr>
<tr>
<td>Low</td>
<td></td>
<td>A single vendor has accepted responsibility for all of the security design and ASU standards compliance, has signed ISO language, and the scope of the vendor's contracted responsibility covers the entire system including users and their devices.</td>
</tr>
<tr>
<td>Addressed</td>
<td></td>
<td>One or more ASU employees have designed the system with a holistic security perspective from the beginning, selecting components and/or vendors that meet regulatory requirements and ASU standards. The ASU employee(s) responsible for the security design and ASU standards compliance are:</td>
</tr>
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<td>__________________________________________</td>
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<td>__________________________________________</td>
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**Additional information (optional)**

---

### Sensitive Data

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

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

**Regulated Data**

- [ ] PCI regulated (credit card data)
- [ ] FERPA regulated (student data)
- [ ] HIPAA regulated (health data)
- [ ] ITAR (import, export, defense-related technical data or foreign students)
ASU Data Classifications

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

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

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

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

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

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<table>
<thead>
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<tbody>
<tr>
<td><strong>Unknown</strong></td>
<td>We haven't determined this yet, for some or all connections.</td>
</tr>
<tr>
<td><strong>High</strong></td>
<td>Sensitive data will be traveling across one or more connections without any protection.</td>
</tr>
<tr>
<td><strong>High</strong></td>
<td>All systems and connections storing or processing sensitive data are within the ASU data center, but sensitive data is not encrypted as it moves from system to system.</td>
</tr>
<tr>
<td><strong>High</strong></td>
<td>Firewalls, network segmentation, and/or other techniques limit sensitive traffic to only those systems that are intended to receive it. Other systems are prevented from connecting, or listening to sensitive traffic. However, sensitive data is not encrypted in transit.</td>
</tr>
<tr>
<td><strong>Addressed</strong></td>
<td>All sensitive data is encrypted as it travels over each network connection.</td>
</tr>
<tr>
<td><strong>Addressed</strong></td>
<td>All* web sites are using https encryption. Servers have valid https certificates. (The certificates are correctly configured and installed so that no warnings are seen.)</td>
</tr>
<tr>
<td><strong>Addressed</strong></td>
<td>This project has no sensitive data.</td>
</tr>
<tr>
<td><strong>Addressed</strong></td>
<td>This question is not applicable for this project because all of the following are true:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- No ASU equipment or network connections will be used to transmit sensitive data.</td>
</tr>
<tr>
<td></td>
<td>- If a vendor is transmitting or receiving sensitive data, the vendor has accepted responsibility for protecting the data by signing a contract that includes ISO language.</td>
</tr>
</tbody>
</table>
* Note: ASU Information Security recommends https encryption for all web pages, whether there is sensitive data or not. Here are some reasons:

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

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

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

- **Unknown** We haven't determined this yet, for some or all devices.
- **High** Sensitive data will be stored without any protection, on devices available to the general public without logging in.
- **High** Sensitive data will be stored without encryption at rest, even though PCI or other applicable regulations require it.
- **Medium** Sensitive data will be stored without encryption, but the devices require a login, and there is no applicable regulation requiring encryption at rest.
- **Medium** All systems storing or processing sensitive data are within the ASU data center, but sensitive data is not encrypted on disk. There is no applicable regulation requiring encryption at rest.
- **Low** Sensitive data is encrypted on disk, but not on backups. There is no applicable regulation requiring encryption at rest.
- **Addressed** All sensitive data is encrypted at every location where it is stored, including user devices and backups.
- **Addressed** This project has no sensitive data.
- **Addressed** This question is not applicable for this project because all of the following are true:
  - No ASU equipment will be used to store sensitive data.
  - If a vendor is storing sensitive data, the vendor has accepted responsibility for protecting the data by signing a contract that includes ISO language.
Security Architecture Diagram

For instructions on how to create a security architecture diagram, please see How to Create a Security Architecture Diagram. Note: not all diagrams are security architecture diagrams suitable as the roadmap for your review.

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

A Security Architecture Worksheet (example here) is not required, but it can help you gather the information needed for your diagram. You may find a blank worksheet in your security review folder. If not, you can request one by email to security.review@asu.edu

Has a complete security architecture diagram been submitted?

<p>| | |</p>
<table>
<thead>
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<tbody>
<tr>
<td>Unknown</td>
<td>The security architecture diagram has not yet been submitted.</td>
</tr>
<tr>
<td>Unknown</td>
<td>There are one or more diagrams, but they are incomplete, inconsistent, or do not provide the necessary information (all endpoints with fully qualified DNS hostname or IP address, all connections with protocol, encryption type, and listening port). The rating is &quot;Unknown&quot; because there may be systems or connections that are not reviewed because they are not detailed on the diagram.</td>
</tr>
<tr>
<td>Unknown</td>
<td>A diagram has been submitted, but it is a vendor’s generic diagram and does not show ASU specific systems, hostnames, IP addresses, connections, or other details. The rating is &quot;Unknown&quot; because there may be systems or connections that are not reviewed because they are not detailed on the diagram.</td>
</tr>
<tr>
<td>Addressed</td>
<td>The security architecture diagram includes every endpoint that will be part of the project, and every connection between endpoints. Every endpoint that listens for connections is identified with its fully qualified DNS hostname and/or IP address. Every connection is labeled with protocol, encryption type if any, and port number on the listening device.</td>
</tr>
<tr>
<td>Addressed</td>
<td>The security architecture diagram includes every ASU specific endpoint and connection, but not vendor internal architecture. However all connections from ASU to the vendor's border are shown, and the vendor has signed a contract including ISO language accepting responsibility for adequately protecting ASU’s sensitive data. Every ASU endpoint that listens for connections is identified with its fully qualified DNS hostname and/or IP address. Every ASU connection is labeled with protocol, encryption type if any, and port number on the listening device.</td>
</tr>
</tbody>
</table>

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

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

Servers

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

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

List each server's fully qualified DNS hostnames and/or IP addresses here:

(Note: A DNS name is not a URL. URLs for web servers are requested in a different question.)

If you filled out a Security Architecture Worksheet (example here) you probably already have some of this information on the first tab (endpoints) under the Servers heading.

Production (intended for normal use)

QA (should be virtually identical to production)

Development (for unfinished work, programmer testing etc.)

Additional information (optional)
Have the above servers been scanned or penetration tested for security vulnerabilities? What was the outcome? Note: to request a server scan send email to scanrequest@asu.edu

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

Additional information (optional)

Web Servers

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

A "web site" is anything that responds to the Hypertext Transfer Protocol (HTTP) whether or not a traditional web browser is used. The term includes, for example, Web Services and device control interfaces, in addition to human-oriented "web applications".

To facilitate automated vulnerability discovery (scanning) a web site should have an entry point that provides links, directly or indirectly through intermediate pages, to all of the URLs offered by that site. For example, some web services use a WSDL to allow automated enumeration of the available calls and parameters. Any URLs that are not found by automated testing should be manually tested for potential security vulnerabilities. The web site may offer more than one entry point, for example to support different user roles. In this case each entry point should be listed. If you filled out a Security Architecture Worksheet (example here) you probably already have some of this information on the third tab (web sites).

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

Production (intended for normal use)
QA (should be virtually identical to production)

Development (for unfinished work, programmer testing etc.)

Additional information (optional)

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

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

Additional information (optional)

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

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unknown</td>
<td>Some web sites have not yet been scanned or penetration tested.</td>
</tr>
<tr>
<td>High</td>
<td>A scan or penetration test reported one or more high severity issues that have not yet been addressed.</td>
</tr>
</tbody>
</table>
### Security Assessment

<table>
<thead>
<tr>
<th>Level</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Medium</strong></td>
<td>A scan or penetration test reported one or more medium severity issues that have not yet been addressed (but no highs).</td>
</tr>
<tr>
<td><strong>Low</strong></td>
<td>A vendor says the site has been scanned or penetration tested and issues have been addressed but we do not have evidence (e.g. a copy of the report).</td>
</tr>
<tr>
<td><strong>Low</strong></td>
<td>All sites have been scanned or penetration tested, but the tests were not run against the production site or against a QA site that is essentially identical to production. No high or medium severity security issues were reported, or all issues have been addressed. Any fixes have been rescanned to confirm the fix.</td>
</tr>
<tr>
<td><strong>Addressed</strong></td>
<td>All sites have been scanned or penetration tested against the latest version of code that has gone live or will go live. Tests were run against the production site or against a QA site that is essentially identical to what is or will be in production. Either ASU did the scan, or we have evidence of the scan (e.g. a copy of the report). No high or medium severity security issues were reported, or all issues have been addressed. Any fixes have been rescanned to confirm the fix.</td>
</tr>
<tr>
<td><strong>Addressed</strong></td>
<td>This project has no web sites.</td>
</tr>
</tbody>
</table>

### Criticality Rating

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


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

### Additional Information (Optional)

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Database Servers

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

What database protections are in place?

- **Unknown** The database protections have not yet been determined.
- **High** There are one or more databases with access to sensitive data. The database servers have publicly routable IP addresses and there is no firewall limiting connections to the database. People from anywhere in the world can connect directly to the database server.
- **Medium** A database containing sensitive data is directly accessible by a web server, but the database only accepts requests from the web server. Other devices cannot make connections to the database.
- **Low** Web servers can connect to database servers directly, but alternate protections are in place to defend the database from a web server compromise, such as a Web Application Firewall in front of the web server. (Describe in the notes how the protective technology protects the database from a web server compromise.)
- **Addressed** Web servers cannot connect directly to database servers due to network segmentation, firewall rules, etc. Web servers interact with database servers through an application server that only permits a white list of known good transactions (a three tier architecture). Web servers also have defenses against typical attacks (such as SQL injection) via parameterized queries, stored procedures, or other techniques that do not pass arbitrary strings to the SQL command interpreter.
- **Addressed** None of the systems in this project have access to a database containing sensitive data.
- **Addressed** This question is not applicable for this project because all of the following are true:
  - No ASU equipment will be used to store a database with sensitive data.
  - If a vendor has a database with sensitive data, the vendor has accepted responsibility for protecting the data by signing a contract that includes ISO language.

Additional information (optional)

User Authentication

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

- **Unknown** User authentication systems have not yet been defined.
<table>
<thead>
<tr>
<th></th>
<th>High</th>
<th>When a user logs in, their password is sent across the network without encryption. For example, users log in from a web page that does not use https encryption. Or as another example, users have client software on their computers which logs in to a server, but the connection to the server is not encrypted.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>High</td>
<td>One or more systems maintain an independent user authentication technique instead of standard ASU enterprise &quot;single-sign-on&quot; authentication systems such as WebAuth or CAS.</td>
</tr>
<tr>
<td></td>
<td>Medium</td>
<td>The login page uses https encryption and standard ASU enterprise &quot;single-sign-on&quot; authentication systems such as WebAuth or CAS, but subsequent pages revert back to http.</td>
</tr>
<tr>
<td></td>
<td>Low</td>
<td>Ordinary users are authenticated using standard ASU enterprise &quot;single-sign-on&quot; systems, but privileged users, such as site owners or administrators, are authenticated using a separate mechanism.</td>
</tr>
<tr>
<td></td>
<td>Addressed</td>
<td>All systems that require users to identify themselves use standard ASU enterprise &quot;single-sign-on&quot; authentication systems such as WebAuth or CAS.</td>
</tr>
<tr>
<td></td>
<td>Addressed</td>
<td>Because all data is public, no user authentication is needed. Administrator access is controlled through existing mechanisms outside the scope of this project.</td>
</tr>
</tbody>
</table>

Additional information (optional)

**Servers Authentication**

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

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

<table>
<thead>
<tr>
<th></th>
<th>Unknown</th>
<th>Server authentication techniques have not yet been defined.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>High</td>
<td>One or more servers initiate or accept connections with their peers, but do not verify or otherwise restrict which servers can connect.</td>
</tr>
<tr>
<td></td>
<td>High</td>
<td>When a server logs in to another server, a password or other secret is transmitted across a network connection without encryption.</td>
</tr>
<tr>
<td></td>
<td>Medium</td>
<td>Firewalls, network segmentation, or other controls make it impossible for connections to be opened between anything other than the intended servers. Connections are limited by a &quot;black list&quot; identifying which addresses are not allowed to connect.</td>
</tr>
<tr>
<td></td>
<td>Low</td>
<td>Firewalls, network segmentation, or other controls make it impossible for connections to be opened between anything other than the intended servers. Connections are limited by a &quot;white list&quot; specifically identifying which addresses are allowed to connect, and denying all others by default.</td>
</tr>
</tbody>
</table>
### Low
Servers use credentials to identify each other, but there are weaknesses (explain in the notes). For example: (A) the credentials are not unique to one application (B) the credentials are not safely stored, or (C) it is difficult to change the credentials.

### Addressed
Each server uses a standard mechanism, such as https, to verify the other server's identity when initiating a connection to another server. If using https, servers have valid https certificates, and clients verify certificate validity. (The certificates are correctly configured and installed so that no warnings are seen.) The listening server authenticates the requesting server using credentials that are unique to this application. The credentials are not stored where they can be accessed without authorization. Credentials are periodically updated, and can be quickly updated if a compromise is suspected.

### Addressed
The project does not have more than one server, so there is no need for servers to authenticate each other.

### Addressed
The changes being made as part of this project will not affect a situation where two or more servers are communicating with each other, so the question does not apply.

### Vendor Involvement

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

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

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

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

### Additional information (optional)

Is there a contract with each vendor, and does the contract include ISO language?
Note: ISO's standard contract language can be found here and is essential for contracts involving sensitive or highly sensitive data.

<table>
<thead>
<tr>
<th>Level</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unknown</td>
<td>Vendors have not yet been selected, or the decision to do this entirely within ASU has not been finalized.</td>
</tr>
<tr>
<td>Unknown</td>
<td>Status of vendor contract(s) or inclusion of ISO language is presently unknown.</td>
</tr>
<tr>
<td>High</td>
<td>There are one or more vendors with whom we do not yet have a contract.</td>
</tr>
<tr>
<td>Medium</td>
<td>There is a contract with each vendor, but one or more contracts do not include current ISO language. The vendor is not willing to change the contract to include ISO language.</td>
</tr>
<tr>
<td>Low</td>
<td>There is a contract with each vendor, but one or more contracts do not include current ISO language. The vendor is willing to change the contract to include current ISO language.</td>
</tr>
<tr>
<td>Addressed</td>
<td>There is a contract with each vendor, and each contract includes current ISO language.</td>
</tr>
<tr>
<td>Addressed</td>
<td>This project has no vendor involvement.</td>
</tr>
</tbody>
</table>

Additional information (optional)

Backup, Disaster Recovery, and Business Continuity Strategy

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

**What is the backup strategy?**

<table>
<thead>
<tr>
<th>Level</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unknown</td>
<td>The backup strategy has not yet been determined.</td>
</tr>
<tr>
<td>High</td>
<td>There are no backups of some or all systems that are relied upon to store data.</td>
</tr>
<tr>
<td>Medium</td>
<td>Backups are being made, but the ability to fully restore after a total data loss has not been tested.</td>
</tr>
<tr>
<td>Low</td>
<td>All essential systems are regularly backed up. Restore capability is tested at least once a year. If data or software damage or loss were to occur, restoring the latest backup or reinstalling the software would be sufficient; the loss of updates since the last backup would be tolerable.</td>
</tr>
</tbody>
</table>
All essential systems are frequently and automatically backed up to a separate physical location. Restore capability is tested at least once a year. Audit logs or other mechanisms are in place that can back out accidental or malicious changes.

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

Additional information (optional)

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

- Any web site associated with this project has a "Tier 1" rating. (The Web Application Security Standard at https://getprotected.asu.edu/sites/default/files/web%20application%20security%20standard.pdf defines these ratings.)
- There are regulatory requirements that mandate Disaster Recovery and/or Business Continuity planning.
- Your project sponsor wants this considered a "Mission Critical" system for some other reason (by whatever definition is meaningful to the sponsor).

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

☐ This project has no Mission Critical components.

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

<table>
<thead>
<tr>
<th>Unknown</th>
<th>We do not currently know the status of Disaster Recovery and Business Continuity plans.</th>
</tr>
</thead>
<tbody>
<tr>
<td>High</td>
<td>This is a Mission Critical project but it doesn't currently have Disaster Recovery and Business Continuity plans.</td>
</tr>
<tr>
<td>Medium</td>
<td>Disaster Recovery and Business Continuity plans don't exist at this time, however, the project is not Mission Critical.</td>
</tr>
<tr>
<td>Medium</td>
<td>The Disaster Recovery and/or Business Continuity plans have been drafted, but key elements are missing, for example: redundant systems are not in place, contracts with vendors are not finalized, or the plan has not been tested.</td>
</tr>
</tbody>
</table>
All mission critical components have geographically-dispersed redundancy with enough capacity to sustain mission critical operations during an extended loss of the primary systems. Disaster Recovery and Business Continuity plans are in place, complete with any contracts for vendor services during an adverse event. However, these are not regularly tested by staging mock disaster scenarios.

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low</td>
<td>All mission critical components have geographically-dispersed redundancy with enough capacity to sustain mission critical operations during an extended loss of the primary systems. Disaster Recovery and Business Continuity plans are in place, complete with any contracts for vendor services during an adverse event. However, these are not regularly tested by staging mock disaster scenarios.</td>
</tr>
<tr>
<td>Addressed</td>
<td>All mission critical components have geographically-dispersed redundancy with enough capacity to sustain mission critical operations during an extended loss of the primary systems. Disaster Recovery and Business Continuity plans are in place, complete with any contracts for vendor services during an adverse event. Systems, plans, and recovery-critical personnel are tested annually by staging mock disaster scenarios.</td>
</tr>
<tr>
<td>Addressed</td>
<td>The Disaster Recovery and/or Business Continuity plan has been documented and tested, and there are no Mission Critical components. (Projects with Mission Critical components should choose one of the other answers.)</td>
</tr>
</tbody>
</table>

Additional information (optional)

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

Logging and Alerting

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

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

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

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unknown</td>
<td>The availability of logging is presently not known.</td>
</tr>
<tr>
<td>High</td>
<td>Some systems do not recognize and log typical attacks, or other unexpected or undesired events.</td>
</tr>
<tr>
<td>Medium</td>
<td>Potential security events are logged, but there is no human or automated review of those logs to alert on possible problems.</td>
</tr>
</tbody>
</table>
### Potential security event logs

<table>
<thead>
<tr>
<th>Level</th>
<th>Status</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medium</td>
<td>Medium</td>
<td>Potential security events are logged, but the logs do not fully comply with the ASU System Audit Requirements Standard.</td>
</tr>
<tr>
<td></td>
<td>Low</td>
<td>Logs are maintained in compliance with the ASU System Audit Requirements Standard, alerts are raised when appropriate, but staff may not be available to respond to the alerts.</td>
</tr>
<tr>
<td></td>
<td>Addressed</td>
<td>Logs are maintained in compliance with the ASU System Audit Requirements Standard, events are raised when appropriate, and staff will be available to respond to the alerts throughout the lifecycle of the application.</td>
</tr>
</tbody>
</table>

### Software Integrity

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

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

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

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

### Additional information (optional)

ASU's Software Development Life Cycle (SDLC) standard ([https://getprotected.asu.edu/sites/default/files/Software_Development_Life_Cycle.pdf](https://getprotected.asu.edu/sites/default/files/Software_Development_Life_Cycle.pdf)) calls for all software development to occur within an SDLC that includes information security controls and separation of duties to help ensure the controls are effective.

**Is the software included in this project developed under a written Software Development Life Cycle?**

<table>
<thead>
<tr>
<th>Option</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unknown</td>
<td>We do not know if software (including vendor software, ASU developed software, or software obtained from other sources such as libraries or frameworks) is or was developed under the control of a written SDLC.</td>
</tr>
<tr>
<td>High</td>
<td>One or more software components used within this project have no SDLC.</td>
</tr>
<tr>
<td>Medium</td>
<td>An SDLC exists, but it is not written, it is not routinely followed, or it does not include security controls.</td>
</tr>
<tr>
<td>Low</td>
<td>We have evidence that a written SDLC with security controls is routinely followed, however the development organization does not have enough people to implement full separation of duties.</td>
</tr>
<tr>
<td>Addressed</td>
<td>All software (including vendor software, ASU developed software, and software libraries imported from other sources) is or was developed under the control of a written SDLC which includes security checkpoints and separation of duties to control the advancement of software past those checkpoints.</td>
</tr>
<tr>
<td>Addressed</td>
<td>This project does not include any new software. Nothing new has to be installed on user computers or on servers used by this system. There are no new web pages with code that runs on the server (for example, receiving form input) and no new web pages with code that runs on the browser (such as media players, Java, Active X, JavaScript etc.)</td>
</tr>
</tbody>
</table>

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

### Additional information (optional)

**Has the new software developed or purchased in this project undergone vulnerability scanning or penetration testing by an entity other than the developer?**
<table>
<thead>
<tr>
<th>Status</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unknown</td>
<td>The status of vulnerability scanning or penetration testing is not known at this time.</td>
</tr>
<tr>
<td>High</td>
<td>One or more components of new software (other than web sites) have not been vulnerability scanned or penetration tested.</td>
</tr>
<tr>
<td>Medium</td>
<td>Vulnerability scanning or penetration testing has been performed, but by a member or close affiliate of the development team or vendor, such that its independence is not assured.</td>
</tr>
<tr>
<td>Low</td>
<td>New software (other than web sites) has been vulnerability scanned or penetration tested by a party independent from the developer or vendor, however some issues remain unaddressed. The project team has evaluated the open issues and does not consider them a risk to ASU (explain in notes below).</td>
</tr>
<tr>
<td>Addressed</td>
<td>New software (other than web sites) has been vulnerability scanned or penetration tested by a party independent from the developer or vendor, and any issues found have been addressed.</td>
</tr>
<tr>
<td>Addressed</td>
<td>Vulnerability scanning or penetration testing is not required for this project because there is no new software other than web sites, and the web sites have been scanned for security vulnerabilities.</td>
</tr>
<tr>
<td>Addressed</td>
<td>This project does not include any new software. Nothing new has to be installed on user computers or on servers used by this system. There are no new web pages with code that runs on the server (for example, receiving form input) and no new web pages with code that runs on the browser (such as media players, Java, Active X, JavaScript etc.)</td>
</tr>
</tbody>
</table>

Additional information (optional)

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**Deprecated or Dangerous Technologies**

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

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

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

Additional information (optional)

Other Risks

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

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

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

Approval

Please be aware that if your Risk Score includes any Red items, approval of the ASU Provost or CFO may be needed. Orange items may require approval of the sponsoring business unit's Dean or comparable leadership.
Upon award, the successful Proposer(s) is expected to submit a Security Architecture Diagram.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Summary

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

For each connection you should have:
- Port number where the server is listening
• Protocol (http, ssh...)

• Sensitivity of data flowing across that connection

• Protection of data flowing across that connection, if it is not public (encryption? what type?)

• If the server authenticates the client, how? (User ID and password?)

• If the client authenticates the server, how? (For example https uses a server certificate signed by a known certificate authority, which the client can verify.)

Additional Info

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

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

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

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

The diagram need not be colorful. Although this diagram (below) is very simple, it conveys all the requested information. Visual appeal can be beneficial, but the factual information is what really matters.

Web Server

Port: 80
Protocol: http

www.asu.edu
129.219.10.10

Data: web page text and images
Data classification: public

Web Browser