

**MASTER RESEARCH AGREEMENT W2012-PIPS0001
BETWEEN
THE STATE OF ALASKA ON BEHALF OF
THE WESTERN STATES CONTRACTING ALLIANCE
AND
THE ARIZONA BOARD OF REGENTS ACTING FOR AND ON BEHALF OF
ARIZONA STATE UNIVERSITY**

This Master Research Agreement (hereafter “Agreement”) between The State of Alaska (“Lead State”) on behalf of The Western States Contracting Alliance (hereafter “WSCA”) and the Arizona Board of Regents for and on behalf of Arizona State University (“ASU”) and its Performance Based Studies Research Group (“PBSRG”) with principal offices in Tempe, AZ, specifies the mutual understandings of the Parties with regard to conducting collaborative research projects of mutual interest (hereafter “Research Projects”). WSCA and ASU may be individually referred to in this Agreement as “Party” or collectively as “Parties.” Any Participating Entity (as defined herein) that executes a Participating Addendum shall become a Party to this Agreement.

OVERVIEW OF PBSRG

The PBSRG is a non-profit research group in the School of Sustainable Engineering at the Built Environment, in the Ira A. Fulton School of Engineering at Arizona State University. Since 1994, the PBSRG has applied best-value and leadership based concepts to develop organization and service models that enhance efficiency and performance and minimize risk. The PBSRG is recognized as the worldwide expert in best-value and performance information systems. The PBSRG has developed tools and methodologies to solicit, award, and manage procurement projects (including architectural services, construction services, IT, and other business services). The Performance Information Procurement System (PIPS) best-value program assists owners in the selection process, contract development, preplanning, risk management, and in the management of the vendor after the award has been made. This combination of pre-award and post-award functions makes the PIPS process unlike any other best-value tool.

OVERVIEW OF ALASKA/WSCA

WSCA is a subset of the National Association of State Procurement Officials (NASPO). NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 States, the District of Columbia and the territories of the United States.

Alaska is a member of WSCA. WSCA is a cooperative group-contracting consortium for State government departments, institutions, institutions of higher education, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the States of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming.

The mission of WSCA is to implement multi-state master agreements to achieve the cost-effective and efficient acquisition of quality products and services.

GENERAL TERMS AND CONDITIONS

The Parties hereto agree as follows:

1. AGREEMENT ORDER OF PRECEDENCE:

This Agreement shall consist of the following documents:

- A. The Master Research Agreement between the State of Alaska on behalf of the Western States Contracting Alliance (WSCA), and the Arizona Board of Regents for and on behalf of Arizona State University
- B. A Licensing Agreement (LA) – (Exhibit 3)
- C. A Participating Entity’s Participating Addendum (PA) – (Exhibit 1)
- D. A Research Project Specification (RPS) – (Exhibit 2)

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. No other terms and conditions shall apply.

2. TERM:

This Agreement shall become effective on the date of the last signature hereto, and shall continue for a period of three (3) years (the “Term”), renewable up to a period of three (3) years by mutual written agreement of the Parties. An RPS executed during the Term of this Agreement shall be effective for the period of performance set forth in the RPS, even if the period of performance identified in the RPS extends beyond the termination date of this Agreement.

3. PARTICIPATING ENTITIES:

WSCA member states, as well as other states and their political subdivisions, are eligible to participate in WSCA contracts. Participation in this Agreement is limited to those Participating Entities (as defined herein) that have signed a Participating Addendum. The financial obligations of a Participating Entity are limited to the orders placed by the Participating Entity’s departments, state agencies or institutions having available funds. Participating Entities incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

4. PARTICIPATION SUBJECT TO PRIOR APPROVAL:

Use of this Agreement by a Participating Entity is subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

5. ENTIRE AGREEMENT:

This Agreement and the attached exhibits are the entire understanding between the Parties, as well as each Participating Entity that becomes subject to this Agreement by means of a PA, with respect to the subject matter hereof and merges all prior agreements, dealings and negotiations. No modification, alteration or amendment shall be effective unless in writing and signed by the Parties. In the event of a conflict between this Agreement, the order of precedence shall be as set forth above.

- 6. AMENDMENTS SUBJECT TO APPROVAL OF WSCA CONTRACT ADMINISTRATOR:**
The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator.
- 7. LAWS AND REGULATIONS:**
The Parties shall ensure that any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.
- 8. ASSIGNMENT/SUBCONTRACT:**
No Party may assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part without the express, written, prior consent of the other Party(ies).
- 9. DISPUTE RESOLUTION:**
In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties hereto shall use their reasonable efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. Any dispute concerning a question of fact arising under this Agreement which is not disposed of by mutual agreement shall be decided in accordance with Arizona Revised Statutes 41-2611 to 41-2617 and rules R2-7A-901 et seq.
- 10. MASTER AGREEMENT TERMINATION:**
Any Party may at any time terminate its participation in this Agreement by giving the other Party(ies) not less than thirty (30) days prior written notice. In the event this Agreement is canceled by WSCA, WSCA and the Participating Entities shall remain responsible for payment to ASU for all work performed through the date of termination and for reimbursement to ASU of all non-cancelable commitments incurred in the conduct of all Research Projects then in process. Non-cancelable commitments include all costs incurred with a graduate student or research associate appointment within a given academic year following any such termination by WSCA. In the event ASU terminates this Agreement any unused funds from any advance will be returned. Upon termination, property purchased in furtherance of this Agreement will remain the property of the purchasing Party, unless expressly specified otherwise.
- 11. PA/RPS CANCELLATION:**
Unless otherwise stated in the relevant document, any PA or RPS entered into as a result of this Agreement may be canceled by either Party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation in this Agreement upon 30 days written notice, unless otherwise limited or stated in the PA executed by the Participating Entity. Any cancellation under this provision shall not affect the rights and obligations attending outstanding RPSs at the time of cancellation, including any right of a Participating Entity to indemnification by ASU, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any RPS. Cancellation of participation in this Agreement due to ASU default may be immediate.

12. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF:

12.1 Confidentiality:

Each Party acknowledges that it and its employees or agents may, in the course of performing under this Agreement, be exposed to or acquire information that is confidential to the other Party. Any and all information of any form that is disclosed in writing and marked as “Confidential” (or, if orally or visually disclosed, reduced to writing within thirty (30) days following the date of disclosure and designated “Confidential”) or otherwise obtained by a receiving Party or its employees or agents in the performance of this Agreement is confidential information of the disclosing Party (“Confidential Information”). Any reports or other documents or items (including software) that result from the use of the disclosing Party’s Confidential Information by the receiving Party shall be treated in the same manner as the Confidential Information of the disclosing Party. Confidential Information does not include information that (a) is or becomes (other than by disclosure by the receiving Party) publicly known; (b) is furnished by the disclosing Party to others without restrictions similar to those imposed by this provision; (c) is rightfully in the receiving Party’s possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (d) is obtained from a source other than the disclosing Party without the obligation of confidentiality, (e) is disclosed with the written consent of the disclosing Party or; (f) is independently developed by employees, agents or subcontractors of the receiving Party who can be shown to have had no access to the Confidential Information.

12.2 Non-Disclosure:

The receiving Party shall hold Confidential Information in confidence, using at least the same degree of care to protect a disclosing Party’s Confidential Information as it uses to protect its own Confidential Information but not less than reasonable care. The receiving Party further agrees not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose the disclosing Party’s Confidential Information for any purposes whatsoever other than the performance of this Agreement. The receiving Party will advise each of its employees and agents of their obligations to keep the disclosing Party’s Confidential Information confidential. The receiving Party shall use commercially reasonable efforts to assist the disclosing Party in identifying and preventing any unauthorized use or disclosure of any Confidential Information to third parties or use Confidential Information. Without limiting the generality of the foregoing, the receiving Party shall advise the disclosing Party promptly if the receiving Party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and the receiving Party shall at its expense cooperate with the disclosing Party in seeking injunctive or other equitable relief in the name of the disclosing Party or the receiving Party against any such person. Except as directed by the disclosing Party, the receiving Party will not at any time during or after the Term of this Agreement disclose, directly or indirectly, any Confidential Information of the disclosing Party to any person, except in accordance with this Agreement. Upon termination of this Agreement or at the disclosing Party’s request, the receiving Party shall turn over to the disclosing Party all documents, papers, and other matter in the receiving Party’s possession that embody the disclosing Party’s Confidential Information. Notwithstanding the foregoing, the receiving Party may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Agreement.

12.3 **Injunctive Relief:**

The receiving Party acknowledges that breach of Section 12, including disclosure of any Confidential Information of the disclosing Party, will cause irreparable injury to the disclosing Party that is inadequately compensable in damages. Accordingly, the disclosing Party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. The receiving Party acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the disclosing Party and are reasonable in scope and content.

12.4 **Limitations under Arizona Law:**

Notwithstanding any other provision hereof to the contrary, the Parties acknowledge that ASU is a public institution and instrumentality of the State of Arizona and, as such, is subject to the Arizona Public Records Act, [Arizona Revised Statutes Sections 39-121 through 39-127](#). Any provision hereof regarding confidentiality is limited to the extent necessary to comply with the provisions of Arizona law.

13. INSURANCE:

As an instrumentality of the State of Arizona, ASU is self-insured under the State of Arizona, Department of Administration, Risk Management Department as provided under Arizona Revised Statutes Sections 41-621 et seq. That self-insurance program provides ASU with adequate insurance coverage as necessary and reasonable to insure itself and its personnel in connection with its performance under this Agreement.

14. INDEMNIFICATION:

ASU shall indemnify and hold harmless WSCA, the Lead State and each Participating Entity along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of ASU, its employees or subcontractors or volunteers, at any time, relating to the performance under this Agreement. This section is not subject to any limitations of liability in this Agreement or in any other document executed in conjunction with this Agreement. Notwithstanding the foregoing, each Party shall be responsible for its own negligence, and the negligence of its officers, employees, agents and volunteers.

Notwithstanding any other provision of this Agreement to the contrary, the Parties acknowledge that ASU is a public institution and instrumentality of the State of Arizona and, as such, any indemnification, liability limitation or hold harmless provision shall be limited as required by Arizona law, including without limitation [Article 9, Sections 5 and 7](#) of the Arizona Constitution and [Sections 35-154 and 41-621 of the Arizona Revised Statutes](#). Consequently, ASU's liability under any claim for indemnification is limited to claims for property damage, personal injury or death to the extent caused by acts or omissions of ASU.

15. INDEPENDENT CONTRACTOR:

ASU is an independent contractor and shall be free to exercise its discretion and independent judgment as to the method and means of performance of its work hereunder. ASU's employees shall not be considered employees of the State of Alaska, WSCA or any Participating Entity, and the employees of the State of Alaska, WSCA or any Participating Entity shall not be considered employees of ASU. Neither ASU nor State of Alaska/WSCA/Participating Entity personnel will, by virtue of this Agreement, be entitled or eligible, by reason of this Agreement, to participate in any benefits or privileges given or extended by the other Party(ies) to its employees.

16. INDIVIDUAL CUSTOMER:

Each Participating Entity shall follow the terms and conditions of this Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in this Agreement, including but not limited to, any indemnity or to recover any costs allowed in this Agreement and applicable Participating Addendum for their purchases. Each Participating Entity will be responsible for its own charges, fees, and liabilities. ASU will apply the charges and invoice each Participating Entity individually.

17. SERVICE MARKS AND TRADEMARKS:

No Party shall use any service marks, trademarks, logos or other marks of any other Party without the prior express written approval of that other Party. The use of any marks must comply with the owner's requirements, including using the "circle R" indication of a registered trademark.

For purposes of this provision, the phrase "ASU mark" means any trade name, trademark, service mark, logo, domain name, and any other distinctive brand feature owned or used by ASU. WSCA and each Participating Entity will comply with ASU's trademark licensing program concerning any use or proposed use by WSCA or the Participating Entity of any ASU mark on goods, in relation to services, and in connection with advertisements or promotion of WSCA's or the Participating Entity's business. Prior to any use of an ASU mark by WSCA, a Participating Entity or any of their affiliates, successors or assigns, the Party desiring to use the ASU mark will comply with [ASU Policy PUR 701: Trademark Licensing](#) and submit the proposed use of the ASU mark (together with a sample or specimen of the intended use) to ASU's Trademark Licensing Coordinator for approval. Except as expressly authorized in this Agreement, neither WSCA nor a Participating Entity is permitted to use any ASU mark without prior written approval of ASU's Trademark Licensing Coordinator. Any use by WSCA or a Participating Entity of any ASU mark must comply with ASU's requirements, including using the "circle R" (®) indication of a registered trademark.

18. NEWS RELEASE:

Neither WSCA nor any Participating Entity may use the name of ASU in news releases, publicity, advertising, or other promotion, without the prior written consent of ASU, except for documents used for internal consumption by WSCA or the Participating Entity. Conversely, ASU may not use the name of WSCA or any Participating Entity in news releases, publicity, advertising, or other promotion, without the prior written consent of WSCA or the Participating Entity, except for documents used for internal consumption by ASU.

19. AzTE LICENSING AGREEMENT:

A Participating Entity that executes an RPS shall have the option to purchase a one-time license from Arizona Technology Enterprises, LLC ("AzTE"); provided that, a Participating Entity may be required to purchase a one-time license depending on the scope of the RPS. ASU and the Participating Entity shall discuss the need for a license prior to the execution of the RPS. The license will grant the Participating Entity permission to use all developed ideas, along with access to any updates to the program on as many projects as the Participating Entity wishes (there are no time constraints). The cost of this life-time license is \$15,000, payable to AzTE. If a Participating Entity chooses to purchase a one-time license from AzTE, a Licensing Agreement ("LA") must be executed between ASU and the Participating Entity. A form of LA is attached hereto as [Exhibit 3](#).

If the scope of the RPS does not need a license, there is no requirement for WSCA to purchase a license from AzTE under this Agreement. The scope of the RPS and therefore, the purchase of a license from AzTE is at the discretion of a Participating Entity that executes an RPS in accordance with this Agreement. The license is a separate cost from the RPS with ASU. If a Participating Entity

chooses to purchase the one time license, AzTE shall issue one invoice for the license fee anytime after execution of the RPS.

20. RIGHTS IN INTELLECTUAL PROPERTY:

ASU shall own all rights, titles and interest in all inventions, including computer software first made or conceived or first reduced to practice solely by ASU personnel in the performance of work under this Agreement. Conversely, a Participating Entity that has executed an RPS shall own all rights, titles and interest to all inventions, including computer software first made or conceived or first reduced to practice solely by personnel of the Participating Entity that executed an RPS in the performance of work under this Agreement. Inventions, including computer software, brought into being by the cooperative efforts of the Parties and their employees shall be owned jointly. Notwithstanding the foregoing, any improvements to the computer software used in the performance of an RPS shall be owned by ASU.

21. RIGHTS IN DATA AND PUBLICATION:

All original data and records generated solely as a result of performance of work under this Agreement or an RPS by ASU employees shall be the property of ASU. All original data and records generated solely as a result of performance of the work under this Agreement or an RPS by a Participating Entity's employees shall be the property of the Participating Entity. All original data and records generated jointly as a result of performance of the work under this Agreement or an RPS by employees of ASU and a Participating Entity shall be jointly owned by the Parties. ASU, WSCA, and all Participating Entities shall keep the other Parties informed of research activities pursued under any RPS, and will make copies of the research results available to the other Parties, acting through the Principal Investigators assigned to the RPS.

ASU and all Participating Entities reserve the right of their respective scientific staff members to publish or otherwise disclose the results of research generated under a RPS. ASU Principal Investigators and their associates may submit for publication any results of their research in the area of the RPS that are deemed to meet the standards of research publication in the field. Unless otherwise provided in writing, publications by either Party shall be subject to the following conditions:

The Party desiring to publish research results (i.e., the publishing Party) shall submit a copy of the proposed complete manuscript or presentation materials for other public disclosure to the other Party (i.e., the reviewing Party) at least sixty (60) days prior to any submission for publication or public disclosure.

If the reviewing Party determines that potentially patentable subject matter or inadvertent disclosure of its Confidential Information is disclosed in any such manuscript or presentation materials, the reviewing Party will notify the publishing Party in writing within thirty (30) days of receipt of the manuscript or presentation materials. If the reviewing Party fails to respond within said thirty (30) day period, the publishing Party's author(s) may proceed with the publication or public disclosure.

Subject to the other's consent, ASU, WSCA, and all Participating Entities agree to acknowledge the contributions of the other Party(ies) in any resulting publication, as scientifically and professionally appropriate.

22. REPORTS:

Quarterly summary reports that identify the entities, number and dollar value of executed RPS's shall be provided by the ASU Principal Investigator to WSCA Contract Administrator identified in Section 23 hereof. The ASU Principal Investigator shall also provide reports to Participating Entities as detailed in each RPS.

23. NOTICES:

Any notice given under this Agreement or an RPS will be in writing, will reference this Agreement or the RPS as necessary, and will be deemed given:

1. when delivered personally;
2. when sent by confirmed telex or facsimile;
3. ten (10) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or
4. three (3) days after having been sent by a commercial overnight carrier, with written verification of receipt.

All communications and notices regarding this Agreement or an RPS will be sent to the addresses set forth below, in the RPS, or to such other address as may be designated by a Party by giving written notice to the other Party pursuant to Section 23, as applicable:

For ASU: Office for Research &
Sponsored Projects Administration
Arizona State University
P.O. Box 876011
Tempe, Arizona 85287-6011

e-mail: asu.awards@asu.edu
Phone: (480) 965-1427
Fax: (480) 965-2455

cc: PI email address: kenneth.sullivan@asu.edu
cc: john.savicky@asu.edu
cc: pamela.hintze@asu.edu

For WSCA: State of Alaska
Division of General Services
Attn: Tom Mayer, WSCA Contract Administrator
333 Willoughby Ave
7th Floor State Office Building
Juneau, AK 99811-0210

Fax: (907) 465-2189
Email: tom.mayer@alaska.gov

24. EQUIPMENT:

Equipment and all other items purchased by ASU with funds provided to ASU as a result of an executed RPS with a Participating Entity shall be titled to and remain with ASU. Title to equipment owned by WSCA or a Participating Entity and loaned to ASU for purposes of a Research Project will remain with WSCA or the Participating Entity. Equipment that is loaned between the Parties shall be

returned to the owning Party prior to the termination or expiration of an RPS.

25. FORCE MAJEURE:

No Party to this Agreement shall be held responsible for delay of performance or nonperformance (other than for delay in the payment of money due and payable hereunder) caused by fire, riot, acts of God and/or war which is beyond that Party's reasonable control. The Party which is so prevented from performing shall give prompt notice to the other Party(ies) of the occurrence of such event of force majeure, the expected duration of such condition and the steps which it is taking to correct such condition. ASU or WSCA may terminate this Agreement by written notice upon the occurrence of such event of force majeure which results in a delay of performance hereunder exceeding thirty (30) days.

26. PUBLIC INFORMATION:

This Agreement and all related documents are subject to disclosure pursuant to the Party's public information laws.

27. RECORDS ADMINISTRATION AND AUDIT:

ASU will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to ASU for costs authorized by this Agreement. These records will be retained by ASU for at least four years after the Agreement terminates, or until all audits initiated within the four years have been completed, whichever is later. ASU agrees to allow WSCA, State and Federal auditors, and state agency staff access to all the records of this Agreement and any order placed under this Agreement, for audit and inspection, and monitoring of services. Such access will be afforded during normal business hours, or by appointment, at a time mutually convenient to the Parties.

28. WAIVER OF BREACH:

Failure of any Party hereto to declare a default or enforce any rights and remedies shall not operate as a waiver under this Agreement or Participating Addendum. Any waiver by a Party must be in writing. Waiver by any Party of any default, right or remedy under this Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Agreement or Participating Addendum. The acceptance by any Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

29. OTHER TERMS:

The interpretation of terms and conditions not clearly defined in, or missing from this Agreement or the attached exhibits will be negotiated in good faith between the Parties, and established in writing by the Parties through mutual agreement.

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

The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration and non-discrimination, including the Americans with Disabilities Act.

The parties recognize that the performance by ASU may be dependent upon the appropriation of funds by the State Legislature of Arizona. If the Legislature fails to appropriate the funds necessary for performance, ASU may cancel this Agreement without further duty or obligation, subject to the provisions of Section 10. ASU will notify the other Party(ies) as soon as reasonably possible after the unavailability of said funds comes to ASU's attention.

ASU's participation in this Agreement is subject to the provisions of A.R.S. § 38-511, which provides that this Agreement may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ASU is, at any time while this Agreement or any extension thereof is in effect, an employee or agent of the other Party to this Agreement in any capacity or a consultant to any other Party with respect to the subject matter of this Agreement.

The parties expressly acknowledge their respective obligations to comply with U.S. export laws and regulations, and hereby agree to so comply in the performance of any Research Project hereunder.

How to access the services provided by ASU

30. PARTICIPATING ADDENDUM:

Upon execution of this Agreement, a Participating Entity may elect to execute a Participating Addendum ("PA"). Each PA shall be established cooperatively between a Participating Entity and ASU. The PA shall be the contracting vehicle that permits a Participating Entity to access the services provided by ASU. This Agreement may also be used by any of the other 35 States and the District of Columbia with authorization from the WSCA directors and subject to approval of the individual State procurement director and local statutory provisions.

The execution of a PA shall not, in and of itself, indicate that a Research Project has been identified. A sample PA form is attached hereto as Exhibit 1.

For purposes of this Agreement, a "Participating Entity" is a WSCA or NASPO member state and/or its political subdivisions such as city and county government, and public and institutions of higher education that have signed a PA and become a Party to this Agreement.

31. IDENTIFICATION OF RESEARCH PROJECTS:

Upon the execution of a PA, ASU and a Participating Entity shall work cooperatively to identify Research Projects that will utilize the services and methods provided and developed by ASU. Upon execution of an RPS by ASU and the Participating Entity, the Research Project will become subject to the terms and conditions of this Agreement.

32. RESEARCH PROJECT SPECIFICATION:

A Research Project Specification ("RPS") may be executed only by a Participating Entity.

The execution of an RPS shall indicate that a Research Project has been identified. A sample RPS form is attached hereto as Exhibit 2. Each time a Research Project is identified, a new RPS will be completed between a Participating Entity and ASU.

Each RPS shall address at a minimum, the following details on a specific Research Project:

1. RPS Number
2. Research Project Title

3. Principal Investigator(s)
4. Participating Entity Point of Contact
5. Statement of Work
6. Period of Performance
7. Budget and Payments-(Direct and Indirect Costs): Compensation shall be provided to ASU on a Firm, Fixed Price basis. The Participating Entity identified on the RPS shall be responsible for all payments to ASU.
8. Deliverables
9. Identification of all equipment loans or gifts by either Party (if applicable)
10. Identification of any proposed visitors as well as the length of the proposed visit (if applicable)
11. AzTE License (if applicable)
12. Reports to be submitted by the Principal Investigator to the Participating Entity.

For the avoidance of doubt, the foregoing list is not exhaustive and shall not limit the matters that may be addressed in the RPS.

33. PRIORITY PROJECT ENGAGEMENT:

ASU shall ensure that each executed RPS is assigned to a Principal Investigator in priority order to ensure there are minimal delays in completing the RPS.

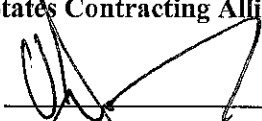
34. RPS FUNDING:

The funding for each RPS shall be identified and provided by the Participating Entity that executes an RPS. The RPS budget shall be designed to provide ASU with the funds necessary to reimburse its direct and indirect costs for conducting the Research Project that is the subject of the RPS. Invoices submitted to a Participating Entity for payment must include the RPS number. Payments will be remitted in accordance with guidance provided in the RPS document. Payments may be made via a State or political subdivision "Purchasing Card".

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, to be effective as of the date of the last Party to sign below.

**The State of Alaska on behalf of the
Western States Contracting Alliance**

By:



Name:

Vern Jones

Title

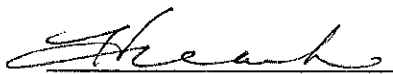
Chief Procurement Officer

Date

9/8/11

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

By:



Name:

Heather Clark

Title

Assistant Director, Research Administration

Date

8/24/2011

Exhibit 1

**WESTERN STATES CONTRACTING ALLIANCE
PARTICIPATING ADDENDUM
FOR BEST VALUE PROCUREMENT CONSULTATION**

This Participating Addendum will add the _____ as a Participating Entity under the Master Research Agreement number **W2012-PIPS0001** (the "Agreement") between the State of Alaska on behalf of the Western States Contracting Alliance ("WSCA") and the Arizona Board of Regents for and on behalf of Arizona State University ("ASU"), the terms of which are incorporated herein by reference. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement. Upon execution of this Participating Addendum, the Participating Entity will become a "Party" to the Agreement.

1. **Scope:** This Participating Addendum covers the services provided by PBSRG and the PIPS process described in the Agreement.
2. **Changes:** Insert any State Specific Changes
3. **Primary Contact:** The primary state government contact for this Participating Addendum is as follows:

Contact: _____
State/Political Entity: _____
Address: _____
City, State, Zip: _____
Phone: _____
Fax: _____
Email: _____

4. **Contract Number:** The contract number for the Participating Entity is _____.

This Participating Addendum and the Agreement, together with its exhibits, set forth the entire agreement between the parties and supersedes and merges all previous communications, representations or agreements, whether oral or written, between and among the parties. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the Agreement or its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Agreement and its exhibits shall prevail and govern in the case of any inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the last date of execution by both parties below.

Entity: _____
By: _____
Name: _____
Title: _____
Date: _____

The Arizona Board of Regents for and on behalf of ASU
By: _____
Name: **Heather Clark**
Title: **Assistant Director, Research Administration**
Date: _____

Exhibit 2

Research Project Specification Form (RPS)

Upon execution by the parties below, the Research Project specified herein shall be awarded and performed in accordance with the Master Research Agreement number _____ (the “Agreement”) between the State of Alaska on behalf of the Western States Contracting Alliance (“WSCA”) and the Arizona Board of Regents for and on behalf of Arizona State University (“ASU”), the terms of which are incorporated herein by reference and shall govern in the event of a conflict with the terms hereof.

RPS Number: _____

Research Project Title: _____

ASU Principal Investigator: For this RPS, the ASU Principal Investigator is:

Principal Investigator: _____
Address: _____
Email: _____
Phone: _____

Participating Entity Point of Contact: For this RPS, the Participating entities point of contact is:

Entity Point of Contact: _____
Address: _____
Email: _____
Phone: _____

Statement of Work: Insert a description of the Research Project and the services to be provided by ASU. If the Participating Entity is purchasing a license from AzTE, this should be reflected in this section of the RPS.

Period of Performance: Insert a start and completion date.

Budget: Compensation will be on a firm-fixed price basis. The participating entity shall pay ASU the Total Overall Budgeted Amount based on a payment schedule similar to that detailed below: Insert the overall budget total and define the proposed payment plan. If a License from AzTE will be purchased, be sure to include the \$15,000 fee payable to AzTE as a separate entity; mailing address is on AzTE agreement.

Total Overall Budgeted Amount			\$ _____
Payment 1	Due Date: _____	Amount	\$ _____
Payment 2	Due Date: _____	Amount	\$ _____
Payment 3	Due Date: _____	Amount	\$ _____
Payment 4	Due Date: _____	Amount	\$ _____

Deliverables: Provide a list of any specific deliverables that are anticipated from ASU.

Equipment Loans: Provide a list of all equipment that is loaned or will be gifted to either Party.

Proposed Visitors: If it is anticipated that the Participating Entity may bring individuals to ASU for visitation, indicate the number of individuals and the expected duration of the visit(s).

Reports: Insert the reports that must be provided by the ASU Principal Investigator to the participating entity.

RPS Notices: All notices, requests and other communications under this RPS will be in writing, will reference the RPS number, and will be deemed given:

1. when delivered personally;
2. when sent by confirmed telex or facsimile;
3. ten (10) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or
4. Five (5) days after having been sent by a commercial overnight carrier, with written verification of receipt.

All communications, requests and notices regarding this RPS will be sent to the points of contact identified above.

Payments: Payments made hereunder shall be submitted to ASU as follows in accordance with the payment due dates set forth above:

For checks or paper remittance

Office for Research and Sponsored Projects Administration
Arizona State University
PO Box 876011
Tempe, AZ 85287-6011

For overnight courier remittance

Office for Research and Sponsored Projects Administration
Arizona State University
Centerpoint, Suite 310
660 S. Mill Avenue
Tempe, AZ 85281

For wire transfers

Account Number: 235335739
ACH Routing Number: 122101706 (Within the USA only)
ACH Routing Number: 0260-0959-3 (International only)
Swift Code: BOFAUS3N
Bank Name: Bank of America
Acct. Name: ASU Federal Cash Deposit

Questions regarding payment should be directed to the person issuing the invoice or to

cashmanagement@asu.edu

ASU will send all invoices to the Participating Entity's point of contact identified above.

IN WITNESS WHEREOF, the parties have executed this RPS as of the last date of execution by both parties below.

Entity: _____ The Arizona Board of Regents for and on behalf of ASU

By: _____ By: _____

Name: _____ Name: Heather Clark

Title: _____ Title: Assistant Director, Research Administration

Date: _____ Date: _____

Agreed to and Understood By:

Principal Investigator: _____

Date: _____

Exhibit 3
FORM OF
LICENSE AGREEMENT

This License Agreement (“Agreement”) made this _____ day of _____, 201_ (“Effective Date”), is by and between the Arizona Science and Technology Enterprises, LLC dba Arizona Technology Enterprises, an Arizona limited liability company (“AzTE”) and _____ (“Licensee”).

RECITALS

- A. Arizona Board of Regents on behalf of Arizona State University (“ASU”) owns certain undivided rights to an information measurement and management system known as Performance Based Procurement System (PBPS) or Performance Information Procurement System (PIPS) comprising certain databases, websites, analytical models and computer programs, instructional materials, methodologies, implementation plans, and documentation developed at ASU and used in conjunction therewith, which is more particularly described below (collectively referred to as “Licensed System”).
- B. AzTE is the exclusive intellectual property management company for ASU, and, as such, AzTE is the exclusive master licensee of all current and future intellectual property of ASU, with full power and authority to sublicense and otherwise grant rights to third parties in the Licensed System.
- C. AzTE desires to commercially develop and utilize the Licensed System to the fullest extent.
- D. Licensee desires to obtain a perpetual, non-transferable, non-exclusive license to use the Licensed System in the Field of Use (defined below) according to the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

- 1.1. Licensed System means the information measurement and management system known as Performance Based Procurement System (PBPS) or Performance Information Procurement System (PIPS and FMIS) comprising certain databases, websites, analytical models and computer programs, instructional materials, methodologies, implementation plans, and documentation used in conjunction therewith, including but not limited to the textbook, BEST VALUE. Licensed System includes upgrades, modifications, improvements,

developments and/or other alterations of the Licensed System by the Inventor created after the Effective Date of this Agreement; provided that neither ASU, AzTE nor the Inventor shall have an obligation to create any upgrades, modifications, improvements, developments and/or other alterations of the Licensed System.

- 1.2. Know-How means the valuable, confidential, proprietary information of AzTE or ASU, relating to the contents, workings, installation and implementation of Licensed System.
- 1.3. Use means:
 - 1.3.1. Applying, using, and/or operating any portion of Licensed System;
 - 1.3.2. Copying of any portion of Licensed System; and
 - 1.3.3. Referring to any portion of Licensed System in printed form in support of any of Licensee's activities.
- 1.4. Inventor means Dr. Dean T. Kashiwagi, Director, Performance Based Studies Research Group (PBSRG), Del E. Webb School of Construction, Ira A. Fulton School of Engineering at ASU.
- 1.5. Field of Use means all procurement activities that are under the control and supervision of the Licensee.

2. **GRANT**

- 2.1. Subject to the terms and conditions of this Agreement, AzTE grants to Licensee and Licensee hereby accepts a perpetual, non-transferable, non-exclusive license to the Licensed System solely in the Field of Use.
- 2.2. The license granted in Section 2.1. is solely for Use of Licensed System in Field of Use and expressly prohibits Licensee from sublicensing, marketing, or otherwise commercializing the Licensed System.
- 2.3. Other than as specifically enumerated by this Agreement, all rights to Use and copy Licensed System are retained by AzTE.
- 2.4. All modifications, improvements, developments and/or other alterations of Licensed System created or developed by Licensee or by any of its agents or employees, that cannot be used without the Licensed System or its elements, shall become and remain the joint property of Licensee and AzTE.
- 2.5. AzTE expressly reserves the right for ASU to use Licensed System for educational and research purposes. Such right shall include the right to use all

modifications, improvements, developments and other alterations of Licensed System created or developed by Licensee or by any of its agents or employees.

- 2.6. Licensee shall only make one copy of the Licensed System related to the Licensed System and shall maintain it a controlled and confidential manner. Licensee shall not disassemble, decompile, reverse engineer, replicate, or otherwise copy any of the Licensed System.

3. **PAYMENTS & FEES**

- 3.1. Licensee shall pay AzTE a one-time, non-refundable Licensed System fee of \$15,000.00 (“License Fee”). The licensing fee shall be due upon thirty days after Licensee’s receipt of the invoice.
- 3.2. In the event of non-payment of the License Fee, AzTE shall immediately terminate the license granted in Section 2.1, provided that AzTE has given Licensee ten (10) days prior written notice to cure non-payment.

4. **TECHNICAL INFORMATION AND KNOW-HOW**

- 4.1. Promptly after Effective Date of this Agreement and from time to time during this Agreement, and to the extent that AzTE has all necessary legal and contractual rights to do so, AzTE shall disclose to Licensee all technical information and Know-How pertaining to Licensed System that is known by AzTE and with respect to which AzTE is then empowered to grant the rights granted to Licensee in this Agreement.
- 4.2. Licensee shall to the extent that Licensee has all necessary legal and contractual rights to do so, disclose to AzTE all technical information and Know-How possessed or created by Licensee pertaining to Licensed System during this Agreement.
- 4.3. AzTE and Licensee reserve the right to publish information related to the Licensed System, including any technical information and Know-How; provided, however, that (1) the Licensed System will not be published, or (2) the other Party shall have given its prior written agreement to the publication. Each Party shall furnish the other Party with a copy of every relevant publication by the first Party pursuant to this Article, prior to publication of the information. The other Party receiving the intended publication shall have sixty (60) days from receipt of the intended publication to indicate to the Party intending publication any reasonable revisions or deletions it deems necessary to protect its proprietary rights and the Party intending publication agrees to make revisions or deletions. Title to any copyrightable material, first produced or composed by one Party, shall remain with that Party; provided an irrevocable, royalty-free right to reproduce, translate and use the copyrighted material for its own purposes shall be granted to the other Party.

5. **PROPRIETARY RIGHTS**

Licensee acknowledges that Licensed System and Know-How are of great value to AzTE and ASU, and that Licensee agrees not to permit any third Party individual, entity, firm or corporation to have access to or copy Licensed System without the prior written consent of AzTE.

6. **COMMUNICATION**

Any payment, notice or other communication required or permitted to be made or given to either Party pursuant to this Agreement shall be sufficiently made or given on the date of mailing if sent to the Party by reputable overnight courier (e.g., FedEx, Airborne) or by certified or registered mail, postage prepaid, addressed to it at its address set forth or to such other address as it shall be designated by written notice to the other Party as follows:

In the case of AzTE:

Arizona Technology Enterprises
Arizona State University - SkySong
1475 N. Scottsdale Road, Suite 200
Scottsdale, AZ 85257
Phone: 480.884.1996
Fax: 480.884.1984
Attn.: Ken Polasko, Vice President of Business Development, Physical Sciences
Email: kpolasko@azte.com

In the case of Licensee:

Phone: _____
Fax: _____
Attn: _____

7. **ASSIGNMENTS**

This Agreement shall not be assignable by either Party without the prior written consent of the other Party except to a successor in ownership of all or substantially all of the business assets to which this Agreement pertains and then only if such successor shall expressly assume in writing the performance of all the terms and conditions of this

Agreement which are to be performed by the assigning Party; or AzTE may assign this Agreement to ASU at anytime without the consent of Licensee.

8. TECHNICAL ASSISTANCE

- 8.1. At Licensee's written request, AzTE may permit Licensee's technical personnel to visit ASU facilities for the purpose of personally observing the practice and testing of Licensed System.
- 8.2. In the event of technical visits, referred to in Section 8.1 above, Licensee shall give AzTE reasonable prior notice of the technical visits and the visits shall be of reasonable duration and made at reasonable times during regular business hours. Licensee shall bear the entire cost of the visit made pursuant to Section 8.1.
- 8.3. In the event that ASU personnel visit Licensee's facilities, at Licensee's request, for the purpose of providing support, Licensee shall promptly reimburse ASU for all reasonable salary, travel, and living expenses incurred by ASU in the course of the visits made to Licensee's facilities.
- 8.4. Except for the technical assistance specifically described in this Section, AzTE and ASU shall not be obligated to provide any on-going support, maintenance, patches, fixes or upgrades as part of this Agreement.

9. LIMITATION OF LIABILITY

- 9.1. AzTE does not warrant that functions contained in Licensed System will meet with Licensee's specific requirements. Licensed System is provided on an "as is" basis without warranty of any kind either express or implied.
- 9.2. WITH RESPECT TO LICENSED SYSTEM, AZTE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OF AND FITNESS FOR A PARTICULAR PURPOSE.
- 9.3. AZTE MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND AZTE ASSUMES NO LIABILITY WITH RESPECT OF ANY INFRINGEMENT OF ANY PATENT OR OTHER RIGHT OF THIRD PARTIES DUE TO LICENSEE'S ACTIVITIES UNDER LICENSE GRANTED AND AZTE ASSUMES NO LIABILITY WITH REGARD TO ANY CLAIM, SPECIOUS OR OTHERWISE, ARISING OUT OF ALLEGED SIDE EFFECTS OR ANY OTHER ALLEGED PERFORMANCE DEFECT ARISING OUT OF THE USE OR MISUSE OF LICENSED SYSTEM.
- 9.4. AzTE does not warrant as to the functions contained in Licensed System or that

the operation of Licensed System will be uninterrupted or error free or that any system defects will be corrected.

9.5. AzTE makes no warranties, express or implied, as to whether Licensed System or Use thereof infringes any trademark, patent, copyright, or similar rights of any third Party.

9.6. In no event will AzTE be liable for indirect, special or consequential damages or lost profits or savings, even if AzTE has been advised of the possibility of such damages, or for any claim by any other Party.

10. **RIGHTS AND OBLIGATIONS FOLLOWING TERMINATION**

10.1. Termination of this Agreement, by expiration or otherwise for any reason, shall be without prejudice to:

10.1.1. AzTE's right to receive all payments and royalties due and accrued and unpaid on Effective Date of the termination; and

10.1.2. Any rights and obligations provided for in Sections 5, 9, 12, 13, 14, 15, 16, 17 and 18.

11. **FORCE MAJEURE**

The parties shall not be liable for failure or delay upon fulfillment of all or part of this Agreement, directly or indirectly owing to acts of nature, governmental orders or restriction, war, warlike condition, revolution, riot, looting, strike, lockout, fire, flood, or any other cause or circumstances beyond the parties' control.

12. **WAIVER**

No waiver by either Party to this Agreement of any breach or default of any of the covenants or agreements set forth in this Agreement shall be deemed a waiver as to any subsequent and/or similar breach or default.

13. **FAILURE TO PERFORM**

If it becomes necessary for either Party to undertake legal action against the other because of a failure of performance due under the terms of this Agreement, then the prevailing Party shall be entitled to reasonable attorney's fees in addition to costs and necessary disbursements.

14. **GOVERNING LAW**

This Agreement shall be interpreted and construed in accordance with the laws and within

the jurisdiction of the State of Arizona, without regard to conflicts of laws principles and each Party hereby submits to the personal jurisdiction of the courts of the State of Arizona, Maricopa County, for the purposes of any dispute between the parties.

15. REPRESENTATIONS

Each Party represents that it is authorized to enter into this Agreement and that in the due performance of its obligations it would not be acting in violation of any outstanding obligation, contractual or otherwise, that Party may owe to any third Party.

16. FOREIGN GOVERNMENT APPROVAL OR REGISTRATION

If the law of any nation requires that this Agreement or any associated transaction be either approved or registered with any governmental agency, Licensee shall assume all legal obligations to do so.

17. EXPORT CONTROL LAWS

Licensee shall observe all applicable United States and foreign laws with respect to the transfer of the Licensed System and related technical data to foreign countries, including, without limitation, the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations.

18. MISCELLANEOUS

- 18.1. This Agreement will not be binding upon the parties until it has been signed below on behalf of each Party; it shall then be effective as of Effective Date. No amendment or modification shall be valid or binding upon the parties unless made in writing and signed by each Party.
- 18.2. This Agreement embodies the entire understanding of the parties and shall supersede all previous communications, representations, or undertakings, whether verbal or written, between the parties relating to its subject matter.
- 18.3. Licensee shall have no right to use the name or other designation of the Arizona Board of Regents or Arizona State University, AzTE or Inventor in connection with any promotion of Licensed System without the express written consent of the Arizona Board of Regents, AzTE, or Inventor, respectively.
- 18.4. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 18.5. The headings of the sections are inserted for convenience of reference only, and are not intended to influence the interpretation of this Agreement.

- 18.6. The Licensee and AzTE are not partners or joint venturers under this Agreement and nothing herein shall be construed as causing them to be such. Neither Licensee nor AzTE shall have the authority to act in the name of or for the benefit of the other except as is expressly provided for in this Agreement.
- 18.7. Licensee agrees that the personnel of Licensee will not for any purpose be considered employees or agents of AzTE and that Licensee assumes full responsibility for the actions of its personnel while performing services under this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits. AzTE agrees that the personnel of AzTE will not for any purpose be considered employees or agents of Licensee and that AzTE assumes full responsibility for the actions of its personnel while performing services under this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.
- 18.8. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders as to equal employment opportunity, nondiscrimination and affirmative action.
- 18.9. Either Party may not assign this Agreement without the prior written consent of the other Party.

IN WITNESS WHEREOF, both AzTE and Licensee have executed this Agreement as of the Effective Date by their respective officers hereunto duly authorized.

ARIZONA SCIENCE AND TECHNOLOGY

[name of Licensee]

ENTERPRISES LLC dba ARIZONA TECHNOLOGY

ENTERPRISES

By: _____

By: _____

Name: Kenneth Polasko

Name: _____

Title: Vice President of Business Development
for Physical Sciences

Title: _____

Date: _____

Date: _____

Exhibit 4

SAMPLE ASU Project Assistance Services

The following are **examples** of the services that are available from ASU; each RPS may have a different set of services that will be provided by ASU. The examples are provided to give participating entities an understanding of what ASU may provide. The actual services provided by ASU will be customized by ASU and the participating entity to create a unique service package that is specific to that research project. The unique services package will be included in the appropriate section of the RPS form.

Example: Individual Project Assistance

The cost to support the services for an Individual Project Assistance may range from \$20,000 to \$100,000 depending on the actual scope of work for the project, the amount of effort, and the capabilities of the qualifying entities personnel.

The following services are available from ASU for an RPS that includes Individual Project Assistance.

1. On-site education for qualifying entity staff (1-2 on-site visit(s) by PBSRG Staff).
2. On-site education for vendors on the best-value process (1-2 on-site visit(s) by PBSRG Staff).
3. Educate and assist with preparing documents and procedures based on compliance with the qualifying entities procurement policies.
4. Educate and assist with preparing critical documents including, but not limited to, the advertisement, RFI, RFP, and evaluation plan documents.
5. Educate and assist with incorporating all necessary best-value language into the appropriate documents.
6. Educate and assist the qualifying entity in preparing a project schedule to include the best-value processes.
7. Educate and assist with collection of Past Performance Information (PPI) on critical team components.
8. Educate and assist the qualifying entity with establishing interview procedures.
9. Educate and assist the qualifying entity with establishing demonstration procedures.
10. Educate and assist the qualifying entity with education on the evaluation process.
11. Educate and assist the qualifying entity in analyzing both performance and price.
12. Educate and assist the qualifying entity in the transferring of risk and accountability to the vendor.
13. Off-site education for potential best-value vendor during the Contract Development / Pre Award Phase.
14. Educate and assist the qualifying entity (client) and the vendor(s) in preplanning the service.

Example: Yearly Program Support

The cost to support the services for the Yearly Support Program ranges from \$75,000-\$250,000 annually depending upon the actual scope of work, amount of effort, and capabilities of the qualifying entities personnel. (Note: During the first year of this program, the majority of clients are able to implement the process on 3-5 individual projects).

The Yearly Support Program allows the qualifying entity to use ASU/PBSRG's resources on multiple projects, thus enabling the qualifying entity to educate more internal staff members. This program is highly encouraged for the qualifying entity that is interested in making the transition from traditional management-based procurement to leadership-based procurement.

The following services are available from ASU for an RPS that includes Yearly Program Support.

1. On-site education for qualifying entity staff (4 on-site visits by PBSRG Staff).
2. On-site education for vendors on the best-value process (4 on-site visits by PBSRG Staff).
3. Continual education and mentoring by best-value educational and operational experts.
4. Off-site education for potential best-value vendor during Pre Award Phase.
5. Five reserved seats to the Annual Best-Value Conference (held in Tempe, Arizona).
6. Five copies of the most recent edition of the PBSRG published Best Value book.
7. Educate and assist the qualifying entity with preparing documents and procedures based on compliance with State Procurement Policies.
8. Educate and assist the qualifying entity with preparing critical documents such as the Advertisement, RFI, RFP, and Evaluation Plan documents.
9. Education and assist the qualifying entity with incorporating all necessary best value language.
10. Educate and assist the qualifying entity in preparing a project schedule (including the Best-Value processes).
11. Qualifying entity personnel will be incorporated into a network of other best-value clients who are running best-value systems.
12. Qualifying entity core team members will have the opportunity for best-value certification as operators or trainers, and may receive educational credits in conjunction with the implementation when education requirements are met.
13. Educate and assist the qualifying entity with collecting Past Performance Information on critical team components.
14. Educate and assist the qualifying entity with establishing interview procedures.
15. Educate and assist the qualifying entity with establishing demonstration procedures.
16. Educate and assist the qualifying entity with education on the evaluation process.
17. Educate and assist the qualifying entity in analyzing both performance and price
18. Educate and assist the qualifying entity in the transferring of risk and accountability to the vendor.
19. Educate and assist the qualifying entity and the vendor in pre-planning the service.

Example: Continued Yearly Support Program

To transition away from ASU/PBSRG support, a long term strategic plan is required to ensure that the speed of implementation and transition can be successfully implemented. Continued Yearly Support will offer the same support as the Yearly Program, but will also provide more education and guidance on how to transition activities over to the qualifying entity. This support may require the qualifying entities core team members travel to ASU/PBSRG for detail training, along with trips to other clients to verify success.

The cost to support the Continued Yearly Support Program ranges from \$55,000 to \$150,000 depending upon the actual scope of work, amount of effort, and capabilities of the qualifying entities personnel.