



Instructions: This form is required prior to the acquisition by purchase of any information technology. It is the intent of NMSU to manage track information technology purchases in order take advantage of cost-effective purchase options to support the majority of campus computing needs. Complete this form and route via email to [itacquisition@nmsu.edu](mailto:itacquisition@nmsu.edu).

**SECTION 1: REQUESTOR INFORMATION**

Name: \_\_\_\_\_ Date (mm/dd/yyyy): \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Department: \_\_\_\_\_ College/Division: \_\_\_\_\_

**SECTION 2: VENDOR INFORMATION**

Vendor Name: \_\_\_\_\_  
Is this a new contract?  Yes  No  
Estimated total cost of contract (Quote must be attached): \_\_\_\_\_  
 One-time purchase  Multi-year/ongoing purchases

Company point of contact: \_\_\_\_\_  
Name Email Phone

**SECTION 3: REQUEST DETAILS**

- Software  Hardware  Service  Cloud Service  Research  Other
- New  Replacement  Maintenance Renewal  Individual  Departmental  University Wide

**SECTION 4: REQUEST DESCRIPTION**

**Description of Business Need:**

1. Expected Benefit

- Increased Productivity  Business Process Improvement  Reduce Costs  Improved Customer Service
- Compliance & Security  Policy  Instructional Research  Other: \_\_\_\_\_

2. Which of the Vision 2020 Goals are aligned with your request?

- Academics and Graduation – Provide stellar programs, instruction, and services to achieve timely graduation
- Diversity and Internationalization – Provide a diverse academic environment supportive of a global society
- Research and Creative Activity – Promote discovery, encourage innovation, and inspire creative achievement
- Economic Development and Community Engagement – Drive economic, social, educational, & community development
- Resource Stewardship – Optimize resources to effectively support teaching, research, and service



## Procurement of Information Technology (Pre-Approval Request)

3.  Annual funding required?  
4.  Ongoing funding required?  
5.  One Time Funding Available – Account Index: \_\_\_\_\_  
 Ongoing Funding Available – Account Index: \_\_\_\_\_

6. Type of NMSU Data Stored or Accessed or Processes:

- Student (FERPA)    Medical (HIPAA)    Nonpublic/Sensitive Data (i.e. SSN, DOB)  
 Credit Card (PCI)    Federal (FISMA)    Other

7.  Central IT Support Required?

### SECTION 5: OFFICIAL APPROVAL (required of all requests)

College Dean / Vice President:

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Information & Communication Technology:

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

From the date of central approval, this request will be effective for 60 days.

**NMSU Contract Clauses Vendor Questionnaire  
Externally Hosted "cloud" Services Checklist**

The following contract clauses may apply to "cloud" services or external vendors offered to NMSU. Please identify where the contract clauses are located in your contract/agreement and note on column titled "Vendor Contract/Agreement". Please Note: This list is not an all inclusive list and other contract clauses may be required and/or reviewed.

	Contract Clauses	Vendor Contract/Agreement
	<p><b>FERPA (and privacy and confidentiality in general)</b>            "Vendor shall comply with all federal, state, and local privacy laws or regulations applicable to the covered Data and Information (Cor) provided by NMSU and its Constituents, including but not limited to: the Family Educational Rights and Privacy Act (FERPA) (Pub. L. No. 93-380 (1974), codified at 20 U.S.C. § 1232g); the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. No. 104-191, § 264 (1996), codified at 42 U.S.C. § 1320d; Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. § 160 (2002), 45 C.F.R. § 164 subparts A, E (2002)."</p> <p>"Vendor agrees to hold cor in strict confidence. Vendor shall not use or disclose cor received from or on behalf of NMSU or its Constituents except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by NMSU. Vendor agrees that it will protect the CDI it receives from or on behalf of NMSU or its Constituents according to commercially acceptable standards and no less rigorously than it protects its own confidential information."</p>	
	<p><b>Data Security</b>            "Vendor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted cor received from or on behalf of NMSU or its Constituents. These measures will be extended by contract to all subcontractors used by Vendor."</p> <p>"Vendor shall provide NMSU with access to its latest SAS 70 (SOC2) Type II audit results, Shared Assessments™ security questionnaire(s), or similar independent security assessment findings, or permit NMSU to conduct its own assessment upon request once every two years."</p> <p>A SOC2 report is an essential requirement especially when placing sensitive/regulated data on the cloud. The SOC 2 report focuses on a business's non-financial reporting controls as they relate to security, availability, processing integrity, confidentiality, and privacy of a system, as opposed to SOC 1/SSAE 16 which is focused on the financial reporting controls. Vendor policies, terms of service, or similar provisions by NMSU's Constituents."</p>	
	<p><b>Suspension of end user accounts</b>            "Vendor shall not normally suspend or otherwise disrupt the use of Vendor's services by one or more Constituents without prior notice to NMSU and affected Constituents. Vendor may suspend or disrupt a Constituent use of Vendor services without notice if such use constitutes a material and significant threat to the confidentiality, integrity, performance, or availability of the Vendor's systems or services."</p>	

	<p><b>Service level agreements</b> The amount of guaranteed "uptime," the process and timeline for dealing with "downtime," and the consequences for any failures to meet those requirements should be spelled out clearly.</p>	
	<p><b>Incorporation of URL terms</b> "Vendor expressly affirms that all applicable terms, conditions, and policies are contained within this Agreement and that the Agreement does not incorporate by reference any terms, conditions, or policies residing on Vendor's website or in any form external to this Agreement."</p>	