Request for Proposal

VASCUPP Conference & Event Planning Services

January 05, 2016
A. GENERAL INFORMATION

Request for Proposal (RFP) Name: VASCUPP Conference & Event Planning

RFP Number: #LP010516

Issue Date: January 05, 2016

Brief Description: Conference and event planning services for VASCUPP purchasing cooperative.

Preproposal Questions: Any questions concerning this RFP must be sent to the buyer listed below no later than 11:00 a.m. January 11, 2016 in order to guarantee a timely response prior to the proposal due date.

Proposal Due Date: 1:00 p.m., Friday, January 15, 2016. Firms must submit an electronic original proposal that will be received by the University by the proposal deadline. The electronic original proposal must be submitted via electronic mail to pur-rfp@virginia.edu. All electronic proposal documents, whether originals or copies, should be formatted as Microsoft Word documents.

Any trade secrets or proprietary information submitted with a proposal (original or copy) for which the firm seeks protection from public disclosure must be clearly identified by the specific page and section number in the proposal and accompanied by a suitable justification requesting non-disclosure.

Negotiations: Negotiations, if needed, will be conducted via email week of January 25, 2016.

Expected Award Date: early February 2016

Term of Agreement: The term of a resulting Agreement or Purchase Order will be for two years, with the ability to renew on the same or similar terms and conditions, for two additional two-year periods if mutually agreeable to the University and the Selected Firm(s). The Selected Firm(s) and the University will mutually agree at least 180 days prior to each renewal period whether to renew the terms of the Agreement.

REFER ALL QUESTIONS TO THE ISSUING OFFICE:

UNIVERSITY OF VIRGINIA
Department of Procurement and Supplier Diversity Services
1001 North Emmet St, Carruthers Hall
P.O. Box 400202
Charlottesville, VA 22904-4202
Attention: Lori Ponton
Phone: 434-924-4216
Fax: 434-982-2690
Email: LP3S@virginia.edu

NOTE: During the RFP process, all communication must be directed to the buyer listed above, with the exception of issues directly related to SWAM business and SWAM subcontracting opportunities. Such SWAM issues may be alternately directed to Les Haughton, Director Supplier Diversity, at (434) 924-7174 or SWAM@virginia.edu. Any failure to adhere to this requirement may result in the rejection of the firm’s proposal or cancellation of the RFP.
This Request for Proposal (RFP) has been posted on Procurement and Supplier Diversity Services web site for your convenience. Addenda and attachments are posted if issued. The RFP can be downloaded at this web site: http://www.procurement.virginia.edu/pagerfp. It is the firm’s responsibility to ensure that the latest version of the entire RFP and related links are reviewed prior to submission of a proposal. We encourage you to check the web site frequently for any changes prior to the due date. Call (434) 924-1346 if you have trouble accessing the RFP from the web. For questions about the content of the RFP, contact the buyer listed above. Additional information can be found on Procurement and Supplier Diversity Services web site: http://www.procurement.virginia.edu.

For ease of reference, each firm or individual receiving this RFP is referred to as a “firm” and the firm(s) or individual(s) selected to provide services for the University is referred to as the “Selected Firm(s).” This RFP states the instructions for submitting proposals and the procedure and criteria by which the firm(s) may be selected.

**B. SCOPE OF SERVICES**

The University of Virginia (University) on behalf of Virginia Association of State College and University Purchasing Professionals (VASCUPP) seeks a qualified firm(s) to provide conference and event planning services for VASCUPP events. Services to include but not limited to the following:

- **Pre-Conference/Event Services**
  - Conference bid support-bid brochure and video
  - Program content management
  - Financial management and budgeting
  - Venue sourcing
  - Protocol liaison

- **Conference/Event Project Management and Delivery**
  - Administration/Communication
  - Logistics
  - Overall registration management, including online registration services
  - Registration software and database
  - Payment gateway
  - Vendor management
  - Exhibition management
  - Conference/Event literature design and printing
  - Audio visual, stage and lighting
  - Social and creative special event production
  - Website development with outside links to capture registrants and sponsors

- **Conference/Event Promotion**
  - Marketing
  - Sponsorships
  - Exhibition
  - Presentations and presenters/speakers
  - Promotions and media relations

- **Conference/Event Travel and Accommodation Management**
• Accommodation and conference/event lodging
• Online airline bookings and ticketing
• Ground transportation

➢ Additional Conference/Event services
• Site inspection of conference/event/exhibit area
• Designing of floor plan
• Prepare and distribute exhibitor manual, exhibitor confirmations and booth assignments
• Co-ordination between exhibitors, vendors, committee and staff
• Secure non-VASCUPP organizations to advertise the event
• Develop follow-up input from registrants on various break-out topics and speaker presentations

C. BASIS OF SELECTION

Proposals will be evaluated based upon the overall merits/value of the proposal including, but not limited to, price. The University will evaluate proposals, and if a firm is to be selected, select the firm on the basis of:

1. The firm's plan to provide the University with the services as described in the Scope of Services section;
2. The firm’s experience in providing Services similar to those described in this RFP, to include the firm’s references from clients;
3. The firm’s price proposal; and
4. The firm’s Small, Woman-owned and Minority-owned (SWAM) business status and/or the firm’s plan for utilization of SWAM businesses. For more information about SWAM and the University’s SWAM plan, please see the letter in Attachment 1 and refer to the following site: www.procurement.virginia.edu/main/publicpostings/rfp/SWAMplan.pdf

Note 1: A 30% minimum weight will be given to this criterion in evaluating proposals.
Note 2: Any questions related to SWAM business and SWAM subcontracting opportunities can be directed to Les Haughton, Director Supplier Diversity, at (434) 924-7174 or lh7sn@virginia.edu.

D. CONTENTS OF PROPOSAL

Proposals will be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis will be on completeness and clarity of content, and will be organized in the order in which the requirements are presented in the RFP.

Unnecessarily elaborate brochures and other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the firms’ lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

Firms will provide the following information:
1. A detailed description and the full specifications of the services proposed. Each firm will indicate in its proposal the firm’s ability to achieve/comply with each specification. Proposals will be formatted in such a way to address each of the above specifications in a line-by-line process.

2. A brief history of the firm and its experience, qualifications and success in providing the services requested.

3. The firm’s proposed price / fee for providing the services.

4. At least three references where similar services have been provided. Include the name of the firm / organization, the complete mailing address, and the name of the contact person and telephone number.

5. The firm’s Small, Woman-owned and Minority-owned (SWAM) businesses status and/or how the firm intends to utilize SWAM firms in regards to this particular procurement.

6. Provide a list of institutions of higher education with which the firm has signed a term contract.

7. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of the VASCUPP Members can be found at https://vascupp.org

8. Complete and return the information requested in Attachment 2, Firm Information.

**NOTE:** Virginia Freedom of Information Act
Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (CD, etc.) with the trade secrets and/or proprietary information redacted. *If all of these requirements are not met, then the firm’s entire proposal will be available for public inspection.*

**IMPORTANT:** A firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated as a trade secret or proprietary information, or otherwise be deemed confidential.

**E. TERMS AND CONDITIONS**

This solicitation and any subsequent award is subject to:

- The Selected Firm registering as a vendor with the University of Virginia. [https://www.procurement.virginia.edu/pagevendorregistrationform](https://www.procurement.virginia.edu/pagevendorregistrationform)

- Unless otherwise deemed appropriate by the University, the Selected Firm(s) will enroll in one of the University approved methods for receipt of electronic payments. Accordingly,
the Selected Firm agrees to accept Bank of America’s (“BoA”) ePayables® method of electronic payment or BoA’s PayMode® method of electronic payment.

- The Selected Firm registering and accepting eVA Terms and Conditions prior to award. http://www.eva.virginia.gov/

**Note:** Unless a firm *expressly and specifically states its exception* to any of the Preferred Provisions in its written proposal, then the proposal from the firm will automatically be deemed to include those Provisions.


## F. OTHER INFORMATION

### Insurance

Listed below is the insurance the Selected Firm must maintain under any Agreement resulting from this RFP. In no event should the Selected Firm construe these minimum required limits to be its limit of liability to the University. The Selected Firm will maintain insurance which meets or exceeds the requirements of the University with insurance companies that hold at least an A-financial rating with A.M. Best Company. No Agreement will be executed by the University until the Selected Firm satisfies the insurance requirements of the University. The Selected Firm may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm.

**Commercial General Liability:**

The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $1,000,000 per occurrence with a $2,000,000 aggregate with coverage for the following:

- \( \{X\} \) Premises/Operations  \( \{X\} \) Products/Completed Operations
- \( \{X\} \) Contractual  \( \{X\} \) Independent Contractors
- \( \{\} \)  Personal Injury  \( \{\} \)  Medical Payment
- \( \{\} \)  Fire Legal Liability  \( \{\} \) Underground Explosion & Collapse
- \( \{X\} \) Additional Insured  \( \{\} \) Other

**Automobile Insurance:**

The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $500,000 per occurrence with the following coverages for vehicles operated by their employees.

- \( \{\} \)  Any Automobile  \( \{X\} \) Owned, Hired and Non-Owned Automobiles
- \( \{\} \)  Garage Liability  \( \{\} \) Transportation of Hazardous Substances
Errors and Omissions:
The Selected Firm and any Subcontractor will maintain a minimum Limit of Liability Insurance of $1,000,000 per claim for professional errors and omissions covering the services as set forth in this RFP.

Employee Dishonesty and Crime Insurance:
The Selected Firm and any Subcontractor will provide a minimum Limit of Liability up to the potential limit of receipts collected during the services as set forth in this RFP.

Cyber Risk Insurance:
The selected Firm and any Subcontractor will maintain a minimum of $1,000,000 per occurrence of Cyber Risk insurance to include privacy injury liability as well as data breach exposures.

Workers' Compensation and Employers' Liability
The Selected Firm and any Subcontractors will (i) maintain Employers Liability coverage of at least $100,000 and (ii) maintain Workers Compensation insurance that complies with the Virginia Workers Compensation Act.

*Additional Insured:
The University will be named as an Additional Insured, and the proper name is: "The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees, and agents."

Formation of the Agreement with the Selected Firm
All proposals received will first be carefully evaluated by the University, and then the University intends to conduct negotiations with two or more firms. After negotiations have been conducted, if the University chooses to make award, the University will select the firm which, in its opinion, best meets the needs of the University. Alternately, if the University determines in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, it may decide to negotiate and award an agreement to that single firm. In either event, the University intends to execute a mutually satisfactory written agreement which will reflect and largely incorporate this RFP as reconciled with any pertinent documents, such as the proposal submitted and relevant negotiation correspondence.

Because the University may choose to negotiate and award to a single firm as discussed above, each firm must include in its written proposal all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

Any firm(s) invited to negotiations should note that the University reserves the right to begin negotiations by combining the best aspects of submitted proposals from all responding firms as the basis for subsequent formation of any Agreement resulting from this RFP.

Firms should also note that, as described above, certain matters will automatically be deemed part of the proposal.
Greetings:

The quality of service the University of Virginia is able to deliver to its customers is directly related to the excellent support we receive from you and many other outstanding suppliers of goods and services. Without you, we would not be able to fulfill our educational, health care and research missions. An important part of our procurement program involves our commitment to doing business with small, women- and minority-owned (SWaM) businesses. As one of our most important vendors, we look to you to help us achieve this objective.

We conduct substantial business with small firms. We have a particular institutional focus on developing long-term business relationships with minority-and women-owned businesses. We count on our majority firms to help us achieve our goal.

I seek your assistance in two areas. First, to the extent practical, I ask that you involve small, women-and minority-owned businesses in the delivery of services you provide to UVa. The office of Procurement and Supplier Diversity Services is ready to assist you in identifying qualified diverse business partners. Second, I seek your help in reporting your results through our quarterly subcontracting reports. The terms and conditions previously provided to your organization outlined this process.

This effort is important to us. We depend on you in so many ways – this is another way that we can partner with your company to make things better.

Sincerely,

Colette Sheehy
Vice President for Management and Budget
Attachment 2
Firm Information

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<tr>
<th><strong>Full Legal Name</strong> <em>(Company name as it appears with its Federal Taxpayer Number):</em></th>
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<tr>
<td>Address:</td>
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<td>Telephone Number:</td>
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<tr>
<td>Web Address:</td>
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<td>Email Address:</td>
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<td>DUNS Number:</td>
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**SWAM Information:**
Is the firm certified with the Commonwealth of Virginia’s Department of Small Business & Supplier Diversity (SBSD): [ ] Yes [ ] No

| Minority-Owned Business: | [ ] Yes [ ] No |
| Women-Owned Business: | [ ] Yes [ ] No |
| Small-Owned Business: | [ ] Yes [ ] No |

Is the firm registered as a vendor in the Commonwealth of Virginia’s e-procurement system (eVA)? [ ] Yes [ ] No

**Point of Contact for this Proposal:**
Name: 
Address: 
Office No. | Mobile No. | FAX No.
---|---|---

Email Address:
This Data Protection Addendum ("Addendum") is an add-on to the Purchasing Terms and Conditions found at http://www.procurement.virginia.edu/pagepters. It is applicable only in those situations where the Selected Firm/Vendor provides goods or services under a Purchase Order which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, or dispose of University Data (as defined in the Definitions Section of this Addendum) in order to fulfill its obligations to the University.

NOTE REGARDING PATIENT/HEALTH PLAN PARTICIPANT INFORMATION: If the Selected Firm/Vendor will receive, create, or come into non- incidental contact with individually identifiable health information of UVA patients or UVA Health Plan participants -- "Protected Health Information" as that term is defined in regulations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), at 45 C.F.R. Part 160.103 -- the Business Associate Addendum found at http://www.procurement.virginia.edu/pagebusinessadd applies in addition to this Data Protection Addendum. Where noted herein, certain sections of the Business Associate Addendum replace sections of this Data Protection Addendum as regards Protected Health Information.

This Addendum sets forth the terms and conditions pursuant to which University Data will be protected by the Selected Firm/Vendor during the term of the Parties Agreement and after its termination.

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<tr>
<th>REF #</th>
<th>STANDARDED PROVISIONS</th>
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<tr>
<td>1</td>
<td>Definitions</td>
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<td>a. “End User” means the individuals authorized by the University to access and use the Services provided by the Selected Firm/Vendor under this agreement.</td>
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<td>b. “Personally Identifiable Information” includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; “personal information” as defined in Virginia Code section 18.2-186.6 and/or any successor laws of the Commonwealth of Virginia; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; “medical information” as defined in Virginia Code Section 32.1-127.1:05; “protected health information” as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver’s license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.</td>
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<td>c. “Securely Destroy” means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.</td>
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d. “Security Breach” means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.

e. “Services” means any goods or services acquired by the University of Virginia from the Selected Firm/Vendor.

f. “University Data” includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.

2 Rights and License in and to the University Data
The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Selected Firm/Vendor has a limited, nonexclusive license to use these data as provided in this agreement solely for the purpose of performing its obligations hereunder. This agreement does not give a party any rights, implied or otherwise, to the other’s data, content, or intellectual property, except as expressly stated in the agreement.

3 Intellectual Property Disclosure/Rights
a. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared by Selected Firm/Vendor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.

b. Selected Firm/Vendor warrants to the University that the University will own all rights, title and interest in any intellectual property created for the University as part of the performance of this agreement and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Selected Firm/Vendor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created for the University as part of the performance of this agreement to the University, and will execute any future assignments or other documents needed for the University to document, register, or otherwise perfect such rights. Nothing in this section is, however, intended to or shall be construed to apply to existing intellectual property created or owned by the vendor that the University is licensing under this agreement. For avoidance of doubt, the University asserts no intellectual property ownership under this clause to any pre-existing intellectual property of the vendor, and seeks ownership rights only to the extent Vendor is being engaged to develop certain intellectual property as part of its services for the University.

c. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.
### Data Privacy

a. Selected Firm/Vendor will use University Data only for the purpose of fulfilling its duties under this agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by this agreement or as otherwise required by law.

b. University Data will not be stored outside the United States without prior written consent from the University.

c. Selected Firm/Vendor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Selected Firm/Vendor obligations under this agreement. Selected Firm/Vendor will ensure that employees who perform work under this agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this agreement.

d. The following provision applies only if Selected Firm/Vendor will have access to the University’s education records as defined under the Family Educational Rights and Privacy Act (FERPA): The Selected Firm/Vendor acknowledges that for the purposes of this agreement it will be designated as a “school official” with “legitimate educational interests” in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Selected Firm/Vendor agrees to abide by the limitations and requirements imposed on school officials. Selected Firm/Vendor will use the education records only for the purpose of fulfilling its duties under this agreement for University’s and its End User’s benefit, and will not share such data with or disclose it to any third party except as provided for in this agreement, required by law, or authorized in writing by the University.

### Data Security

a. Selected Firm/Vendor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Selected Firm/Vendor’s own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Selected Firm/Vendor warrants that all electronic University Data will be encrypted in transmission (including via web interface) in accordance with latest version of National Institute of Standards and Technology Special Publication 800-53.

b. If the Selected Firm/Vendor stores Personally Identifiable Information as part of this agreement, the Selected Firm/Vendor warrants that the information will be stored in accordance with latest version of National Institute of Standards and Technology Special Publication 800-53.

c. Selected Firm/Vendor will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this agreement.

### Employee Background Checks and Qualifications

a. Selected Firm/Vendor shall ensure that its employees who will have potential access to University Data have passed appropriate, industry standard, background screening and possess the qualifications and training to comply with the terms of this agreement.
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<th>8</th>
<th><strong>Security Breach</strong></th>
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<tbody>
<tr>
<td>a.</td>
<td>Response.  Upon becoming aware of a Security Breach, or of circumstances that are reasonably understood to suggest a likely Security Breach, Selected Firm/Vendor will timely notify the University consistent with applicable state or federal laws, fully investigate the incident, and cooperate fully with the University’s investigation of and response to the incident.  Except as otherwise required by law, Selected Firm/Vendor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.</td>
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| b. | Liability.  
1. If Selected Firm/Vendor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply.  In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach caused by Selected Firm/vendor, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year’s credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.  
2. If Selected Firm/Vendor will NOT under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply.  In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs reasonably incurred by the University in investigation and remediation of any Security Breach caused by Selected Firm/vendor. |

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<th>9</th>
<th><strong>Response to Legal Orders, Demands or Requests for Data</strong></th>
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| a. | Except as otherwise expressly prohibited by law, Selected Firm/Vendor will:  
- immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Selected Firm/Vendor seeking University Data;  
- consult with the University regarding its response;  
- cooperate with the University’s reasonable requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and  
- upon the University’s request, provide the University with a copy of its response.  

b. If the University receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Selected Firm/Vendor, the University will promptly provide a copy to Selected Firm/Vendor.  Selected Firm/Vendor will promptly supply the University with copies of data required for the University to respond, and will cooperate with the University’s
Data Transfer Upon Termination or Expiration

a. Upon termination or expiration of this agreement, Selected Firm/Vendor will ensure that all University Data are securely returned or destroyed as directed by the University in its sole discretion. Transfer to the University or a third party designated by the University shall occur within a reasonable period of time, and without significant interruption in service. Selected Firm/Vendor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition. In the event that the University requests destruction of its data, Selected Firm/Vendor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Selected Firm/Vendor might have transferred University data. The Selected Firm/Vendor agrees to provide documentation of data destruction to the University.

b. Selected Firm/Vendor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Selected Firm/Vendor’s facilities to remove and destroy University-owned assets and data. Selected Firm/Vendor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. Selected Firm/Vendor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Selected Firm/Vendor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

Audits

a. The University reserves the right in its sole discretion to perform audits of Selected Firm/Vendor at the University’s expense to ensure compliance with the terms of this agreement. The Selected Firm/Vendor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which the Selected Firm/Vendor must create, obtain, transmit, use, maintain, process, or dispose of University Data.

b. If the Selected Firm/Vendor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which has been identified to the Selected Firm/Vendor as having the potential to affect the accuracy of the University’s financial statements, Selected Firm/Vendor will at its expense conduct or have conducted at least annually a:

- American Institute of CPAs Service Organization Controls (SOC 2) Type II audit, or other security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor’s security policies, procedures and controls;
- vulnerability scan of Selected Firm/Vendor’s electronic systems and facilities that are used in any way to deliver electronic services under this agreement; and
- formal penetration test of Selected Firm/Vendor’s electronic systems and facilities that are used in any way to deliver electronic services under this agreement.

Additionally, the Selected Firm/Vendor will provide the University upon request the results of
the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this agreement. The University may require, at University expense, the Selected Firm/Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.

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<th>12</th>
<th>Compliance</th>
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<tbody>
<tr>
<td>a.</td>
<td>Selected Firm/Vendor will comply with all applicable laws and industry standards in performing services under this agreement. Any Selected Firm/Vendor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Selected Firm/Vendor upon request.</td>
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<tr>
<td>b.</td>
<td>Selected Firm/Vendor warrants that the service it will provide to the University is fully compliant with relevant laws, regulations, and guidance that may be applicable to the service, such as: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Federal Export Administration Regulations, and Defense Federal Acquisitions Regulations.</td>
</tr>
<tr>
<td>c.</td>
<td>If the Payment Card Industry Data Security Standards (PCI-DSS) are applicable to the Selected Firm/Vendor service provided to the University, the Selected Firm/Vendor will, upon written request, furnish proof of compliance with PCI-DSS within 10 business days of the request.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>13</th>
<th>Survival</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Selected Firm/Vendor’s obligations under Section 10 shall survive termination of this agreement until all University Data has been returned or Securely Destroyed.</td>
<td></td>
</tr>
</tbody>
</table>
Attachment 4
Zone Map

<table>
<thead>
<tr>
<th>Zone 1</th>
<th>Zone 2</th>
<th>Zone 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>George Mason University (Fairfax)</td>
<td>James Madison University (Harrisonburg)</td>
<td>University of Virginia (Charlottesville)</td>
</tr>
<tr>
<td>Zone 4</td>
<td>Zone 5</td>
<td>Zone 6</td>
</tr>
<tr>
<td>University of Mary Washington (Fredericksburg)</td>
<td>College of William and Mary (Williamsburg) Old Dominion University (Norfolk)</td>
<td>Virginia Commonwealth University (Richmond)</td>
</tr>
<tr>
<td>Zone 7</td>
<td>Zone 8</td>
<td>Zone 9</td>
</tr>
<tr>
<td>Longwood University (Farmville)</td>
<td>Virginia Military Institute (Lexington) Virginia Tech (Blacksburg)</td>
<td>University of Virginia - Wise (Wise)</td>
</tr>
</tbody>
</table>