Request for Proposal

Academic Credentialing Services

June 22, 2011

Issued by
The University of Virginia
Procurement and Supplier Diversity Services
Charlottesville, Virginia

A VASCUPP Member Institution
A. GENERAL INFORMATION

Request for Proposal (RFP) Name: Academic Credentialing Services

RFP Number: #MW062211

Issue Date: June 22, 2011

Brief Description: The University of Virginia (“University”) and its Office of the University Register (“UREG”) is seeking a firm to provide a one-source, secure, online solution for academic credentialing services.

Preproposal Conference: An optional Preproposal Conference will be held on Thursday, July 14, 2011 at 2:00 p.m. EDT in Conference Room K, Carruthers Hall, 1001 N. Emmet Street, Charlottesville, Virginia (map may be viewed at this web site: http://www.virginia.edu/Map/). The purpose of the Preproposal Conference is to allow potential interested parties an opportunity to present questions and obtain clarification relative to any facet of this RFP. If you know of any questions that you have prior to the Conference, we ask that you submit them to the buyer listed below (Michael Warlick) by Tuesday, July 13, 2011 to ensure we have the appropriate University personnel at the Conference to answer the question. While attendance at this conference will not be a prerequisite to submitting a proposal, interested parties who intend to submit a proposal are strongly encouraged to attend. Bring a copy of the solicitation with you.

Firms planning to attend the Preproposal Conference should notify Rebecca Sims by email (pur-rfp@virginia.edu) no later than 3:00 p.m. EDT on Tuesday, July 12, 2011 of the names, titles, and phone numbers of the individuals who will attend.

Proposal Due Date: July 25, 2011 (Monday) by 3:00 p.m. EDT. Mail proposals using the contact information in the box below. Provide six copies of each proposal. Also, please send an email version of your proposal to the buyer listed below. The University may, at its discretion, accept late proposals if it is determined to be in the best interest of the University.

Oral Presentations: Oral Presentations are tentatively scheduled for the week of August 29, 2011.

Negotiations: Negotiations, if needed, are tentatively scheduled for the week of September 19, 2011.

Expected Award Date: October 28, 2011.
This RFP is part of a competitive procurement process which helps to serve the University's best interests. It also provides firms with a fair opportunity for their services to be considered. The process of competitive negotiation being used in this case should not be confused with the different process of competitive sealed bidding. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determinative factor. With competitive negotiation, however, price is not required to be the determinative factor, although it may be, and the University has the flexibility it needs to negotiate with firms to arrive at a mutually agreeable relationship.

The RFP has been posted on Procurement and Supplier Diversity Services web site and can be downloaded at: [http://www.procurement.virginia.edu/pagerfp](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. Addenda and attachments are posted if issued. 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 at [http://www.procurement.virginia.edu](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 or individual selected to provide services for the University is referred to as the “Selected Firm.” This RFP states the instructions for submitting proposals and the procedure and criteria by which a firm may be selected.

### 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  
Buyer: Michael Warlick  
Phone: 434-924-8918  
Fax: 434-982-2690  
Email: warlick@virginia.edu

**NOTE 1:** If RFP proposal is sent U.S. Postal Service, use the P. O. Box. The University does not take responsibility for lost or misdirected mail.

**NOTE 2:** 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 Shannon Wampler, the University’s Senior Supplier Diversity Coordinator, at (434) 924-3173 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.
B. BACKGROUND INFORMATION

When Thomas Jefferson founded the University in 1819, he intended it to be nothing less than a world-class institution of higher learning. Jefferson’s spirit lives on – not only in the Rotunda and Academical Village he designed, and which remain treasures of American architecture, but in the University’s standing as a leader in education, research, and community service.

The 20,300 plus students attending the University work within a true meritocracy and live by an Honor Code unique among American universities. Each student is exposed to the widest spectrum of disciplines – from arts and athletics to humanities and technology. Our students also enjoy a unique connection to the world beyond college through the University’s outstanding professional training, exemplified by its nationally ranked schools of Law, Business, and Medicine. The University as a whole has had a consistently high ranking not only among public schools, where it often heads the list, but among all American universities, public and private.

Over 12,400 permanent University faculty and staff are committed to serving both the local and national community. The University makes a real difference in the world, through its invaluable research, a hospital ranked among the nation’s finest, and graduates who have consistently been among the forefront of our nation’s shapers. At the University, our bright future is the direct result of our great history.

UREG’s mission is to ensure the accuracy, integrity, and security of the academic records of the University. UREG provides academic record services to students, faculty, staff, alumni, and other constituents in support of the purpose and goals of the University, through proactive outreach and communication. UREG serves approximately 320,000 students/alumni/former students as well as faculty and staff for the University by providing all official academic credentialing. This includes, but is not limited to: 50,000 paper transcripts/year, enrollment and degree certifications (including anticipated enrollment), 6,000 diplomas/year, and athletics academic certifications. UREG is focused on minimizing the amount of time that students and faculty spend on academic record matters by striving to continuously improve its processes. To this end, UREG is driven by the vision of becoming invisible service providers via extensive outreach and resource efforts for all of its processes and deliverables.

C. SCOPE OF SERVICES

The University and UREG are seeking a firm to provide a one-source, online secure solution for academic credentialing services (“Services”) for University customers to order any/all academic credentials. The University’s academic credentials include, but are not limited to: transcripts – both electronic and paper; enrollment and degree certifications; and certifications of anticipated enrollment. It is important to note that the University does not charge a per transcript fee to the student/alumni/former student.

The online solution must:

- Provide ordering and fulfilling secure electronic outbound transcripts.
- Integrate with the University’s student information system – Oracle Campus Solutions (PeopleSoft) 9.0 bundle 21 (People tools 8.50.12).
- Interface with the University’s current Customer Relations Module (CRM).

CRM is a software web application developed in Visual Studio Net with SQL Server database as the data store. The CRM system supports the mission of UREG with regard to a variety of services provided to students and alumni of the University. The CRM assists the UREG’s staff
with daily operations by providing an easy to use interface for entering, processing and tracking customer requests for transcripts, certifications, diplomas and mini-diplomas and other product services. In its current form, the CRM system facilitates the:

- entry of customer requests
- viewing of all recent requests and their status
- revision of customer requests
- search for a specific request
- viewing and printing of reports

The University will consider any/all services and solutions firms propose associated with providing electronic academic credentialing services.

**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 brief history of the firm and its experience, qualifications and success in providing the type of Services requested. Include the name of the firm’s primary contact during the RFP process, to include phone numbers and email address.

2. A detailed description of the services proposed, to include a timeline, to achieve the objectives set forth in Section II, Scope of Services. In addition, please address the following in the proposal, specifically responding to each paragraph and subparagraph in the order addressed.
   a. Describe the firm’s various solutions.
   b. Are the proposed solutions stand alone or are they all inclusive?
   c. What aspects of the proposed solutions are automated?
   d. Describe the process/timetable in providing electronic transcript from request through delivery.
   e. Describe any University intervention needed with the firm’s system for consents to release the credential.
   f. Describe the firm’s electronic transcript. Describe how it will bear the University seal and include a trusted, global certificate.
   g. What security measures/means does the firm employ for delivery of electronic transcripts — trusted, 3rd party technology?
   h. Describe the firm’s security on electronic transcripts travel with the electronic document.
   i. Does the firm’s sent electronic transcript “expire”, and if so how long after it is sent?
j. Describe what post-delivery rights management capabilities are employed with the firm's electronic transcript delivery.

k. How are upgrades provided?

l. Can the electronic transcripts be delivered to out-of-network schools and employers? Are there any specific groups/types of recipients that electronic transcripts cannot be delivered to?

m. Explain if there are any systems with which the firm’s solution is not compatible.

n. Describe how the firm’s solution handles other documents; i.e., enrollment and degree verifications, diplomas, international authentication (known as The Hague Apostille), etc.

o. Is the firm’s electronic transcript solution compatible with PESC, XML, and SPEEDE?

p. Explain any reporting/tracking capabilities associated with the firm’s online system.

q. Does the firm’s solution include real-time reporting for the client as well as the University?

r. Describe the accessibility of the firm’s reporting tool.

s. Explain how the firm’s solution collects FERPA consents from students, and tracks and manages the process.

t. Describe how the firm’s solution handles attachments by students.

u. Describe what automatic notifications students receive from the firm’s system. Can students receive automatic notification each time their document(s) is opened, printed or closed by anyone, anywhere in the world?

v. Describe how and what requesters see in regards to a complete history of a student’s order request.

w. Describe the compatibility of the firm’s system as accessed by the student to check the status of their orders via mobile devices (e.g., iPhones, SmartPhones, etc.).

x. Describe the firm’s implementation methodology. Describe how the firm will tailor its solution to meet the University needs – is it offered in modules? Also include the estimated time to complete implementation of the Services after award (i.e., five weeks after order). Provide a timeline.

3. Provide at least three references where similar Services to institutions of higher education have been provided. Include the name of the firm/organization, the complete mailing address, and the name of the contact person and their telephone number and email address.

4. Firm’s Financial Proposal, to include:

   a. The pricing/fee structure including upfront costs, per transcript fees, annual/maintenance/hosting fees. Explain any associated costs with upgrades.

   Note: The University does not charge its customers for transcripts.

   b. Describe how the University will be charged/invoiced. Include any additional discounts available for early payment of invoices.

5. Contractual Arrangements:

   a. Provide the University with any form or contract the University may be requested to sign.
b. Provide a list of clients with which the firm has signed a term contract that allows for cooperative procurement and/or if the firm has a General Service Accounting (GSA) schedule contract.

c. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of the VASCUPP Members can be found at [http://www.vcu.edu/procurement/coopcon.htm](http://www.vcu.edu/procurement/coopcon.htm).

6. 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.

For more information about SWAM and the University’s SWAM plan, please refer to Attachment 3 and the following site: [www.procurement.virginia.edu/main/publicpostings/rfp/SWAMplan.pdf](http://www.procurement.virginia.edu/main/publicpostings/rfp/SWAMplan.pdf). Any questions related to SWAM business and SWAM subcontracting opportunities can be directed to Shannon Wampler, the Senior Supplier Diversity Coordinator, at (434) 924-3173 or SWAM@virginia.edu.

NOTE: Virginia Freedom of Information Act: Except as provided below, once an award is announced, all proposals submitted in response to this RFP will be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act; however, the firm must invoke the protections of this section prior to or upon submission of its proposal, and must identify the specific data or other materials to be protected and state the reasons why protection is necessary. 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 be treated as a trade secret or proprietary information, or otherwise be deemed confidential.

### E. BASIS OF SELECTION

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 requested;
2. The firm’s references/experience in providing Services similar to those described in this RFP, to include the firm’s references from clients;
3. The firm’s financial proposal;
4. The contractual terms that would govern the relationship between the University and the Selected Firm;
5. The firm’s Small, Woman-owned and Minority-owned (SWAM) businesses status and/or the firm’s plan for utilization of SWAM businesses. **Note:** A 10% minimum weight will be given to this criterion in evaluating proposals; and
6. Any other factors relevant to the firm's capacity and willingness to meet the University requirements.

Proposals will be evaluated based upon the overall merits/value of the proposal including, but not limited to, price. All proposals received will be carefully evaluated by the University. The University then 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 within, certain matters will automatically be deemed part of the proposal.

**F. TERMS AND CONDITIONS**

This solicitation and any subsequent award are subject to:

1. The University’s Mandatory Contractual Provisions, Attachment 1.

2. The University’s Preferred Contractual Provisions, Attachment 2. 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.

3. The University's Procedure for Resolution of Contractual Claims

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

5. 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. Prior to contract award, the Selected Firm will be required to contact University Procurement and Supplier Diversity Services’ Payment Processor Specialist group to set up its preferred method of receiving electronic payments [Phone: (434) 924-4212 and E-mail: uva-prs-boa@virginia.edu].

6. The Selected Firm registering and accepting eVA Terms and Conditions prior to award.
A. **Nondiscrimination**
During the performance of this Agreement, the Selected Firm will comply with the contract provisions contained in Section 2.2-4311 (1) & (2) of the Code of Virginia or any successor provisions which may be applicable to this Agreement. Also, in accordance with Section 2.2-4343.1, the University does not discriminate against faith-based organizations.

B. **Conflict of Interests**
The Selected Firm represents to the University that its entering into this Agreement with the University and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 et seq), the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 et seq), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 et seq) or any other applicable law or regulation.

C. **Assignment**
Neither party to this Agreement will have the right to assign this Agreement in whole or in part without the prior written consent of the other.

D. **Amendments**
No amendment of this Agreement will be effective unless it is reduced to writing and executed by the University's Director of Procurement and Supplier Diversity Services and by the individual signing the Selected Firm's proposal or by other individuals named by either party as specified in Section E, Notices below. If the Selected Firm deviates from the terms of this Agreement without a written amendment, it does so at its own risk.

E. **Notices**
Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt: or (4) if sent by facsimile, when received (as verified by sender’s machine) if delivered no later than 4:00 p.m. (receiver’s time) on a business day or on the next business day if delivered (as verified by sender’s machine) after 4:00 p.m. (receiver’s time) on a business day or on a non-business day. All such notices will be addressed to a party at such party’s address or facsimile number as shown below.

If to the University:

   Eric N. Denby
   Director of Procurement and Supplier Diversity Services
   Carruthers Hall
   University of Virginia
   1001 North Emmet Street
   P.O. Box 400202
   Charlottesville, Virginia 22904-4202
   Fax: (434) 982-2690
If to the Selected Firm:

The person signing the Selected Firm's proposal in response to the University's RFP, at the Selected Firm's address indicated in such proposal; or to such other person or address as either may designate for itself in writing and provide to the other.

F. Independent Contractor
The Selected Firm is not an employee of the University, but is engaged as an independent contractor. The Selected Firm will indemnify and hold harmless the Commonwealth of Virginia, the University, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Selected Firm's performance of this Agreement. Nothing in this Agreement will be construed as authority for the Selected Firm to make commitments which will bind the University, or to otherwise act on behalf of the University, except as the University may expressly authorize in writing.

G. Workers' Compensation and Employers' Liability
The Selected Firm will (i) maintain Employers Liability coverage of at least $100,000 and (ii) comply with all federal or state laws and regulations pertaining to Workers' Compensation Requirements for insured or self-insured programs.

H. Drug-Free Workplace
The Selected Firm, its agents and employees are prohibited, under the terms of this Agreement, Code of Virginia Section 2.2-4312, and the Commonwealth of Virginia, Department of Human Relations Management Policy Number 1.05, from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on University property.

During the performance of this Agreement, the Selected Firm agrees to 1) provide a drug-free workplace for the Selected Firm's employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Selected Firm's workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of the Selected Firm that it maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific agreement awarded to a Selected Firm, the employees of whom are prohibited from engaging in the unlawful manufacturing, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the agreement.

I. Information Technology Access Act
In accordance with § 2.2-3504 of the Code of Virginia, the following will apply to all information technology Agreements:

NON-VISUAL ACCESS TO TECHNOLOGY: All information technology (the "Technology") which is purchased or upgraded by the University will comply with the following non-visual access standards from the date of purchase or upgrade until the expiration of the Agreement:
• Effective, interactive control and use of the Technology will be readily achievable by non-visual means;
• Technology equipped for non-visual access will be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
• Non-visual access technology will be integrated into any networks used to share communications among employees, program participants or the public; and
• Technology for non-visual access will have the capability of providing equivalent access by non-visual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing non-visual access standards will not be required if the Director of Procurement and Supplier Diversity Services, University of Virginia determines that 1) the Technology is not available with non-visual access because the essential elements of the Technology are visual and 2) non-visual equivalence is not available.

Installation of hardware, software, or peripheral devices used for non-visual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information will permit the installation and effective use of non-visual access software and peripheral devices.

If requested, the Agreement must provide a detailed explanation of how compliance with the foregoing non-visual access standards is achieved and a validation of concept demonstration.

J. eVA Business to Government Registration
The eVA Internet electronic procurement solution, web site portal [www.eva.virginia.gov](http://www.eva.virginia.gov), is the Commonwealth of Virginia's comprehensive electronic procurement system. The portal is the gateway for firms to conduct business with state agencies and public bodies. All agencies and public bodies are expected to utilize eVA. All firms desiring to provide goods and/or services in the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution. The Selected Firm is required to register in the eVA Internet e-procurement solution prior to an award being made.

K. eVA Transaction Fee
The Selected Firm agrees, by accepting an award as a result of this RFP, that it is a registered eVA vendor and will be subject to an eVA transaction fee, for which the Selected Firm will be invoiced by Commonwealth of Virginia, Department of General Services. Additional information is available at [www.eva.virginia.gov](http://www.eva.virginia.gov).

L. Contractor License Requirements
State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm’s responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies.
M. Unauthorized Alien Use
The Selected Firm warrants that it does not knowingly employ an “unauthorized alien,” as such term is defined in the federal Immigration Reform and Control Act of 1986. The Selected Firm furthermore agrees that, during the term of the Agreement, it will not knowingly employ an unauthorized alien.

N. Data and Intellectual Property Protection

Definitions
- “End User” means the individuals authorized by the University to access and use the Services provided by the Selected Vendor under this Agreement.
- “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.
- “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.
- “University Data” includes all data relating to the University’s and its End Users' use of Selected Vendor services under this agreement, including University Records and Personally Identifiable Information.
- “University Records” are defined by and are subject to the Virginia Public Records Act. The term means recorded information that documents a transaction or activity by or with any appointed board member, officer, employee, or agent of the University. Regardless of physical form or characteristic, the recorded information is a University Record if it is produced, collected, received or retained in pursuance of law or in connection with the transaction of university business. The medium upon which such information is recorded has no bearing on the determination of whether the recording is a University Record. University Records include but are not limited to: personnel records, student records, research records, financial records, patient records and administrative records. Record formats/media include but are not limited to: email, electronic databases, electronic files, paper, audio, video and images (photographs).

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 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.

**Intellectual Property Rights/Disclosure**

1. 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 or provided by Selected Vendor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University. Selected Vendor warrants to the University that the University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from 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 Vendor will execute any assignments or other documents needed for the University to perfect such rights.

2. 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**

1. Selected 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 or as otherwise required by law.

2. All University Data will be stored and processed on servers located solely within the Continental United States.

3. Selected Vendor will provide access to University Data only to those employees and subcontractors who need to access the data to fulfill Selected Vendor obligations under this Agreement. Selected 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 and have undergone all background screening and possess all qualifications required by the University prior to being granted access to University Data.

**Data Security**

1. Selected 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 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 Vendor warrants that all University Data will be encrypted in transmission (including via web interface) and stored at no less than 256-bit level encryption.

2. Selected 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.
Audits
1. Selected Vendor will at its expense conduct or have conducted at least annually a:
   • Type 2 SSAE 16 audit with audit objectives deemed sufficient by the University, or other security audit with audit objectives deemed sufficient by the University, which attests the Selected Vendor’s security policies, procedures and controls;
   • vulnerability scan, performed by a scanner approved by the University, of Selected Vendor’s systems and facilities that are used in any way to deliver services under this Agreement; and
   • formal penetration test, performed by a process and qualified personnel approved by the University, of Selected Vendor’s systems and facilities that are used in any way to deliver services under this Agreement.
2. Selected 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 its expense, Selected Vendor to perform additional audits and tests, the results of which will be provided promptly to the University. In the event that the Selected Vendor has not had security audits performed of systems that are used in any way to deliver services under this agreement, the University reserves the right to have their own auditors perform on site audits of Selected Vendor’s operations at Selected Vendor’s expense.

Data Authenticity and Integrity
Selected Vendor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. The selected vendor shall be responsible for ensuring that University data, per the Virginia Public Records Act, “is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.”

Security Breach Response
1. Immediately upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Selected Vendor will notify the University, 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 Vendor will not provide notice of the incident directly to the persons whose data were involved, regulatory agencies, or other entities, without prior written permission from the University.
2. Notwithstanding any other provision of this agreement, and in addition to any other remedies available to the University under law or equity, Selected Vendor will reimburse the University in full for all costs incurred by the University in investigation and remediation of such Security Breach, including but not limited to providing notification to third parties whose data were compromised and to regulatory agencies or other entities as required by law or contract; the offering of one year’s credit monitoring to the affected individuals if the data 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.
Response to Legal Orders, Demands or Requests for Data

1. Except as otherwise expressly prohibited by law, Selected Vendor will:
   • immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Selected 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.

2. 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 Vendor, the University will promptly provide a copy to Selected Vendor. Selected Vendor will promptly supply the University with copies of data required for the University to respond, and will cooperate with the University’s reasonable requests in connection with its response.

University Records Retention and Destruction

Selected Firm will comply with disposition instructions in the University Records Retention and Disposition Schedules approved by the Library of Virginia. Reference the following: [http://www.virginia.edu/recordsmanagement/schedules.html](http://www.virginia.edu/recordsmanagement/schedules.html). As required by the Virginia Public Records Act, before destruction a Certificate of Records Destruction (RM3 Form) must be approved by the University Records Officer. Reference: [http://www.virginia.edu/recordsmanagement/destruction.html](http://www.virginia.edu/recordsmanagement/destruction.html).

Data Transfer Upon Termination or Expiration

1. Upon termination or expiration of this Agreement, Selected Vendor will ensure that all University Data are securely transferred to the University or a third party designated by the University, within a reasonable period of time, and without significant interruption in service. Selected Vendor will ensure that such migration uses facilities and methods that are compatible with the relevant systems of the 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 has not requested the transfer of its data, Selected Vendor agrees to securely destroy all data in its possession. Selected Vendor further agrees to recover any data in the possession of its subcontractors or agents and to securely destroy any such data. As required by the Virginia Public Records Act, before destruction a Certificate of Records Destruction (RM3 Form) must be approved by the University Records Officer [http://www.virginia.edu/recordsmanagement/destruction.html](http://www.virginia.edu/recordsmanagement/destruction.html).

2. Selected Vendor will notify the University of impending cessation of its business or that of a tiered provider and any contingency plans in the event of notice of such a failure. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Selected Vendor’s facilities to remove and destroy University-owned assets and data. Selected 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 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 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.
Compliance with Applicable Laws and University Policies

1. Selected Vendor will comply with all applicable laws in performing services under this Agreement. Any Selected 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 Vendor upon request.

2. Selected Vendor warrants that the service it will provide to the University is fully compliant with: Family Educational Rights and Privacy Act (FERPA), Payment Card Industry Data Security Standards (PCI-DSS).
Attachment 2

Preferred Contractual Provisions

A. Goods and Services
During the term of this Agreement, the Selected Firm will provide for the University the goods and services offered to the University by the firm in its proposal and/or any addenda to its proposal which has been approved in writing by the University and as may be further specified by the University in writing when it selected the firm.

B. Term of Agreement
The expected term of this Agreement will be for five years, with the ability to renew on the same or similar terms and conditions, for two additional one-year periods, if mutually agreeable to the University and the Selected Firm. The Selected Firm and the University will mutually agree at least 180 days prior to each renewal period whether to renew the terms of the Agreement.

C. Contract Administrator
The University will identify a Contract Administrator for any Agreement which results from this RFP. The individual will be the point of contact at the University for day-to-day operations but cannot approve amendments to the Agreement or price changes.

D. Waiver
No waiver of any right will be deemed a continuing waiver, and no failure on the part of either party to exercise wholly or in part any right will prevent a later exercise of such or any other right.

E. Indemnification
The Selected Firm will indemnify and hold harmless The Commonwealth of Virginia, The Rector and Visitors of the University of Virginia, and their agents, employees and officials from any and all costs, damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys’ fees and expenses) caused by or arising out of the performance or non performance of the Agreement by the Selected Firm or its agents or subcontractors, including the provision of any services or products. The Selected Firm warrants that the products, goods and services provided the University may be used by the University without being in violation of any copyright, patent or similar property right or claim by others and will defend, indemnify and save the University (its employees and agents) from and against any such claim.

F. Governing Law
This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia.

G. Termination
If the Selected Firm fails to provide quality goods or services in a professional manner, solely as determined by the University, and, upon receipt of notice from the University, does not correct the deficiency, to the University's satisfaction within a reasonable period of time, not to exceed five calendar days unless otherwise agreed to by both parties in writing, the University reserves the right to terminate this Agreement upon written notice to the Selected Firm.
H. Non-Appropriation
Funding for any Agreement between the University and a Selected Firm is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated by the University effective the last day for which appropriated funding is available.

I. Right of Audit
The University reserves the right to audit or cause to be audited the Selected Firm's books and accounts regarding the University's account at any time during the term of this Agreement and for three years thereafter. The Selected Firm will make available to the University all books and records relating to performance of this Agreement as may be requested during said period. This specifically includes, but is not limited to, the right of the University to require that the Selected Firm perform self-audits within reasonable parameters established by the University.

J. 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 their 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 maintain a minimum combined single Limit of Liability for bodily injury and property damage of $1,000,000 per occurrence, with coverage for: premises/operations and products/completed operations.

- **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.

- **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 accident, with coverage for: owned, hired, and non-owned automobiles operated by their employees.

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

K. Use of Agreement by Third Parties
It is the intent of this RFP and any resulting Agreement to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University related foundation may access the Agreement if authorized by the Selected Firm.
Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm, the Agreement may be extended to the entities indicated above to purchase at fees in accordance with the Agreement. The Selected Firm will notify the University in writing of any such entities accessing the Agreement. No modification of this Agreement or execution of a separate agreement is required to participate. The Selected Firm will provide semi-annual usage reports for all entities accessing the Agreement. Participating entities will place their own orders directly with the Selected Firm and will fully and independently administer their use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the University. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Selected Firm to extend the Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances.

Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes as the need may be.

L. Favored Nations
The Selected Firm represents that the prices, terms, warranties, and benefits specified in its proposal are comparable to or better than the equivalent terms being offered by the firm to any present customer.

M. The University's Authorized Representatives
The only persons who are or will be authorized to speak or act for the University in any way with respect to this Agreement are those whose positions or names have been specifically designated in writing to the Selected Firm by the University's Director of Procurement and Supplier Diversity Services.

N. Purchasing Manual
This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Vendors" and any subsequent revisions, which is available at this web site: https://vascupp.org/hem.pdf

O. Small, Women-owned and Minority-owned (SWAM) Business Reporting
The Selected Firm will identify and fairly consider SWAM firms for subcontracting opportunities when qualified SWAM firms are available to perform a given task in performing for the University under the resulting Agreement. The Selected Firm will submit a quarterly SWAM business report to the University by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. The Selected Firm will submit the quarterly SWAM business reports to:

  Lorie Strother  
  SWAM Contract Administrator  
  Procurement and Supplier Diversity Services  
  E-mail: mailto:ljs8n@virginia.edu

The quarterly SWAM business reports will contain this information:

  • SWAM firm’s name, address and phone number with which the Selected Firm has contracted over the specified quarterly period.
  • Contact person at the SWAM firm who has knowledge of the specified information.
• Type of goods and/or services provided over the specified period of time.
• Total amount paid to the SWAM firm as it relates to the University’s account.

The Selected Firm’s failure to provide SWAM reports on a quarterly basis which contain the information required by this section and/or the Selected Firm’s failure to comply with the plan for utilizing SWAM businesses submitted by the Selected Firm as part of its proposal and/or negotiation response may be grounds for debarment pursuant to Section 9. G. 4 of the “Purchasing Manual for Institutions of Higher Education and their Vendors.”

P. Intellectual Property Rights/Disclosure
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 or provided by the Selected Firm (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University. The Selected Firm warrants to the University that the University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from any Agreement resulting from this RFP 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. The Selected Firm will execute any assignments or other documents needed for the University to perfect such rights. 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.

Q. Payment Terms
The Selected Firm may indicate payment terms of less than 30 days so long as those terms also contain a cash discount for early payment. For example: “5% 15/Net 30” would correspond to a 5% discount if paid in 15 days, otherwise net 30. The University will compute discounts from the date of delivery of goods at destination, after final inspection, and acceptance, from the date of completion of services, or from the date the correct invoice is received in the Accounts Payable Division, whichever is later. The University will take the cash discount if payment is made within the specified time frame.

Unless alternate payment terms, with cash discounts, are proposed by the Selected Firm, invoices submitted to the University by the Selected Firm for the Goods and Services described in this RFP will be paid on a Net 30 days after receipt of the Goods and Services and University receipt and approval of the corresponding invoice.

The Selected Firm agrees to receive payments electronically and provide any additional discounts that may result from paying electronically. The firm will contact the University’s Payment Processor Specialist group in Procurement and Supplier Diversity Services to set up its preferred method of receiving electronic payments [Phone: (434) 924-4212 or email uva-prs-boa@virginia.edu]. 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.

R. Marketing
The University encourages the Selected Firm to appropriately and specifically market itself to applicable end-using University departments that may be interested in the Selected Firm’s Goods
and Services. However, the Selected Firm will not use non-specific mass marketing formats; such as, but not limited to, spam, emails and junk mail. In the event that the Selected Firm engages in non-specific mass marketing formats, the University, in its sole discretion, may choose to terminate this Agreement.

S. Future Goods and Services
The University reserves the right to have the Selected Firm provide additional goods and/or services under the same pricing, terms, and conditions to make modifications or enhancements. Such additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of this Agreement. Such newly introduced additional Goods and Services will be provided to the University at favored nations pricing, terms, and conditions.

T. Ordering Procedures
The University does not place verbal orders for the Goods and Services. The University may only place orders for the Goods and Services by issuing a formal written Purchase Order in advance of Selected Firm’s provision of the Goods and Services. Accordingly, at the University’s request, the Selected Firm will issue a proposal/quotation listing the Goods and Services desired by the University and the corresponding fees and/or fee estimates. After any necessary discussions and/or revisions, the University will issue a corresponding Purchase Order for a specified fee amount. This specified fee amount cannot be exceeded by the Selected Firm unless a new formal written Purchase Order or Purchase Order revision is issued by the University authorizing a specific additional fee amount. Under no circumstances does the University authorize the Selected Firm to provide the Goods and Services before receipt of a formal written Purchase Order corresponding to its proposal/quotation. If the Selected Firm provides Goods and Services prior to receipt of a formal written Purchase Order, or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.

U. Agreement Signature
Any resulting agreement may be executed in counterparts, each of which will be deemed an original, and both of which taken together will constitute one and the same document. Electronically transmitted signatures will be deemed originals for all purposes relating to the agreement.
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 been less effective in securing long-term business relationships with minority-and women-owned businesses. We are determined to improve our record.

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. 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,

Leonard W. Sandridge
Executive Vice President and Chief Operating Officer

LWS:dr