



Request for Proposal

XML Conversion & Storage Platform

June 29, 2012

Important Dates

Pre-Proposal Question Due (no later than):
10:00 a.m. EDT – Monday, July 9, 2012

Deadline for Receipt of Proposals:
3:00 p.m. EDT – Monday, July 16, 2012



College of William and Mary
George Mason University
James Madison University
Old Dominion University
Radford University
The University of Virginia
Virginia Commonwealth University
Virginia Military Institute
Virginia Tech

A VASCUPP Member Institution
Issued by
Procurement and Supplier Diversity Services
Charlottesville, Virginia

I. GENERAL INFORMATION

Request for Proposal (RFP) Name: XML Conversion & Storage Platform

RFP Number: #FF062912

Issue Date: June 29, 2012

Brief Description: The University of Virginia ("University") and Darden Business Publishing ("DBP") seek a qualified firm, or firms, to provide a publishing Platform (the "Platform" or the "Goods and Services") to store content and metadata in Extensible Markup Language ("XML"), and then to transform that output into multiple formats.

Preproposal Questions: Any questions concerning this RFP must be sent via e-mail to the buyer listed below no later than 10:00 a.m. EDT on Monday – July 9, 2012 in order to guarantee a timely response prior to the proposal due date.

Proposal Due Date: 3:00 p.m. EDT on Monday – July 16, 2012

Firms will send one original electronic copy their proposal(s), formatted in Microsoft ("MS") Word or as a Portable Document Format ("PDF") file, to the e-mail address listed in the contact information box below. Additionally, firms will also send one complete hard-copy version of their proposal(s) to the physical address listed in the contact information box below. The University reserves the right to reject proposals received after the stated due date and time.

Negotiations: Negotiations, if needed, will be held (via e-mail), and may commence beginning the week of July 23, 2012.

Expected Award Date: August 15, 2012

Term of Agreement: The term of a resulting Agreement or Purchase Order 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.

REFER ALL QUESTIONS TO THE ISSUING OFFICE:

UNIVERSITY OF VIRGINIA
Department of Procurement Services
1001 North Emmet St, Carruthers Hall
P.O. Box 400202
Charlottesville, VA 22904-4202
Attention: Frank F. Fountain
Email: fff3x@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 Bill Cooper, the University's Director of 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. The University encourages your firm 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 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.

II. SCOPE OF GOODS & SERVICES

DBP provides educational content for the University's Darden Graduate School of Business ("Darden") and universities worldwide through its Internet storefront [Link: www.dardenbusinesspublishing.com] and its network of distribution partners. Darden faculty members develop course content in accounting, economics, communications, organizational behavior, strategy, finance, marketing, operations, ethics, and decision science. Documents contain text, tables, graphs, complex equations, photos, and videos. Simulations are also available. Metadata for all documents is stored in SharePoint.

The University's Darden customers demand print by a wide majority, so DBP provides PDFs for purchase on its website. The number of customers requesting cases for mobile devices has increased significantly. Internet visitors to the Darden storefront using mobile devices represent 3% of all traffic, up from 1.4% in the prior year. Students at Darden prefer to have the printed version of the content for analysis and a version that they can read on their mobile device. Although DBP has not surveyed its customers outside of Darden, DBP strongly suspects that case use at Darden reflects the needs of these outside customers as well.

Darden students currently access electronic course materials, via PDF, through a MS SharePoint portal. (However, the University's Darden School of Business will begin using Canvas Learning Management System in Fall 2012, so student access will change.)

Customers outside of Darden purchase its content in one of three ways:

1. Directly through the storefront. PDFs are protected using a third-party vendor, Vitrium. Customers purchase content using credit cards and the cases are downloaded from the Vitrium servers.
2. By a University Purchase Order. Unprotected PDFs are sent to faculty to post on a password protected site or the PDF is sent to the campus copy center for duplication and distribution. In both cases customers report usage and are billed accordingly. The accuracy of the reporting is difficult to verify.
3. Through distribution partners, such as Harvard Business Publishing, European Case Clearing House, Instituto de Estudios Superiores de la Empresa Publishing, LAD Custom Publishing, McGraw-Hill, Pearson, Social Science Research Network, Study.net, Cengage Learning, University Readers, XanEdu. DBP currently uploads cases to a File Transfer Protocol ("FTP") site, where they are retrieved by partners. The partners sell DBP cases through their websites.

Currently there are approximately 9,700 MS Office documents and additional 5,000 PDF documents stored in the active collection or archived. In 2011, 331 documents were published and 370 documents were revised and republished.

Current Workflow:

Authors write cases and supporting supplements in MS Word, Excel, and PowerPoint. This content is uploaded into SharePoint where it is edited and formatted. Final versions of the content are stored in Windows Explorer (the finished goods inventory is called "Gold"). All Word documents are converted to PDF and are also stored in Gold. Products in Gold are available for use in the University's Darden Master of Business Administration ("MBA") programs, in Darden's Executive Education program, through DBP's Internet storefront, and through DBP's network of distributors. All cases are assigned a Darden case number as well as a case number particular to a specific distribution partner. Darden case numbers are stored in the metadata and serve as the unique identifier for a document. The partner case number is also stored in the metadata but is only used for that one partner. Cases are revised frequently. Authors retrieve Word, Excel, and PowerPoint files from Gold to revise to ensure they have the most current version. Revised documents are edited and published in the same process as new documents.

All saleable PDF documents available on the DBP storefront are protected and stored with Darden's third party vendor and made available for sale on the Darden Business Publishing storefront. All supplements are made available to registered faculty on the storefront unprotected. Metadata is generated at the publication stage and is stored in SharePoint. The metadata is exported into an Excel file and is uploaded into the DBP storefront. PDF files of cases, case supplements, and the MS Excel file storing the collection metadata are uploaded into an FTP site for distributors to download. The time from publish to appearance on the storefront can range from one day to two weeks. The time from publish to distribution to vendors can range from one to four weeks. Current storefront updates require that DBP generate metadata for all salable cases, and update all. DBP cannot update one case at a time.

Good and Services:

Among DBP's objectives in seeking a firm to create an XML Platform are:

- Faster time to market;
- Simplify the creation of documents for distribution - currently, different PDFs are made manually for several distribution channels;
- Streamline the distribution processes - currently, metadata is output and files are moved to an FTP folder for partner pickup;
- Allow for simultaneous storefront and partner updates;
- For each case, combine metadata and content in one XML file;
- DBP would like to integrate digital rights management ("DRM") through on-the-fly protection or social DRM; and
- The ability to update cases one at a time.

The Platform should decrease DBP's time to market. The ideal solution would recognize that new content was published in Gold and add the file to the Platform. At that stage, other formats should be generated and protected. These files should be available for review before pushing to our storefront or to our partners. The Platform should also accept XML as the input content type. The Platform should accept supplemental documents (Excel, PDF, etc.) and create XML wrappers to store metadata from SharePoint. The Platform should have a dashboard, or other means of tracking status, of any particular piece of content. The dashboard (or other) should be sortable - by status or publication date, for example. The Platform should allow for multiple users, and for those users to have specific permissions for varying degrees of access within the Platform; for example, the Marketing Systems Manager should have access to all, including areas that directly interface with content conversion controls. The

Marketing Director should have access limited to curating content and inventory, and should not have access to conversion controls. The Platform should allow DBP to curate the content; specifically, the creation of modules that contain more than one case. A cloud-based solution is preferred.

Ideally, a storefront module should be available, as an add-on, to the Platform. The storefront should communicate with the Platform and determine the content to be offered for sale (via metadata). The storefront should make a web version available as well as a PDF version. The web version should also be compatible with mobile devices.

Business Parameters:

- Allow for faster time to market by automating creation of various formats and by automating delivery to partners.
- DBP must be able to sell content through an array of distribution channels from one source document. DBP needs a Platform that can integrate with distribution partners for automated content delivery.
- DBP must retain the SharePoint system as the system of record. Documents will continue to be stored here for authoring/revision. Metadata will be stored in SharePoint as well.
- Create a Platform that can take MSWord docs from SharePoint and transform to various PDFs, HyperText Markup Language ("HTML"), XML, and other formats. The Platform should also accept XML as an input format. The metadata should be integrated into the output formats.
- A Platform that is easy to use by non-technical staff. The Platform should allow for configuration of various user roles.
- The Platform should be modular to allow for a phased integration of features not included in the scope of this RFP.
- The Platform should allow other forms of documents (Excel, PowerPoint) to pass through the system for delivery only. XML wrapper documents should be created to hold the metadata for those sorts of documents.

Firms responding to this RFP should include responses to the questions detailed in Attachment 2, Firm Information & Vendor Questionnaire, in their Proposals.

III. 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 products as described in the Scope of Good and Services section;
2. The firm's experience in providing Goods and 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") businesses 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 10% 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.

IV. 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 a firm's 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 product requested.
2. A detailed description and the full specifications of the Goods and Services proposed. Each firm will indicate in their proposal the firm's ability to achieve / comply with each specification. In the event that the firm wishes to propose an alternate specification that, in any way, differs from the above specifications, the firm will detail their proposed change(s) and how the proposed change would compare to the listed specification. Proposals will be formatted in such a way to address each of the above specifications in a line-by-line process.
3. The estimated ship date of the product from the time of the order (i.e., 10 wks after order).
4. Information on the warranty associated with the product the firm is proposing and any extended warranty (include the price) that might be available.
5. The firm's proposed price / fee for providing the Goods and Services, to include shipping charges (the University's shipping terms are FOB Destination).
6. At least three references where similar goods and/or services 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.
7. The firm's SWaM businesses status and/or how the firm intends to utilize SWaM firms in regards to this particular procurement.
8. Provide a list of institutions of higher education with which the firm has signed a term contract.
9. 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>
10. Complete and return the information requested in Attachment 2, Firm Information & Vendor Questionnaire.

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.

V. 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>
- 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/>;
- The University's Mandatory Contractual Provisions:
<http://www.procurement.virginia.edu/main/publicpostings/rfp/mandatoryprovisions.pdf>
- The University's Preferred Contractual Provisions:
<http://www.procurement.virginia.edu/main/publicpostings/rfp/preferredprovisions.pdf>

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.**

- The University's Procedure for Resolution of Contractual Claims:
<http://www.procurement.virginia.edu/main/publicpostings/rfp/resolution.pdf>

VI. OTHER INFORMATION

Additional Preferred Contractual Provisions:

1. **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 Insurance:

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 and a \$2,000,000 aggregate with coverage for the following coverage:

{X}	Premises/Operations	{X}	Products/Completed Operations
{X}	Contractual	{X}	Independent Contractors
{X}	Personal Injury	{X}	Additional Insured*

*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."

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 the following coverages for vehicles operated by their employees.

{X}	Any Automobile	{X}	Owned and Non-Owned Automobiles
-----	----------------	-----	---------------------------------

Errors and Omissions Insurance:

The Selected Firm and any Subcontractor will provide liability coverage of at least \$1,000,000 per claim for errors and omissions arising out of the services contemplated in this RFP.

2. 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.

3. Confidentiality

All firms responding to this RFP represent and confirm that the contents of the firm's proposal(s) and any resulting Agreement are not confidential and will be open to the inspection of any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.

4. Account Manager

The Selected Firm agrees to provide a named individual ("Account Manager") to implement, perform, and manage provision of the Goods and Services. The University must approve the appointment of the Account Manager prior to execution of any Agreement with the Selected Firm. The Account Manager will be the University's primary contact, although the Account Manager will be assisted by other members of the Selected Firm's staff in completing key activities.

In the event that the Account Manager (or any other individual responsible for the University's account) is no longer employed by the Selected Firm, is unavailable for any reason, or is performing in an unsatisfactory manner (as solely determined by the University); the Selected Firm will propose a replacement for that individual within a reasonable time frame, so as not to significantly delay the provision of the Goods and Services to the University. The University reserves the right to approve the replacement, or to cancel any resulting Agreement. If the University accepts a proposed replacement, the replacement will provide the Goods and Services at rates no higher than previously agreed and in accordance with all terms and conditions specified in the resulting agreement.

5. Data and Intellectual Property Protection

a. Definitions

1. "Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
2. "End User" means the individuals authorized by the University to access and use the Services provided by the Selected Firm under this Agreement.
3. "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.

4. "Securely Destroy" means taking actions that render data written on 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.
 5. "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.
 6. "Services" means any goods or services acquired by the University of Virginia from the Selected Firm.
 7. "University Data" includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.
- b. **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 will remain the exclusive property of the University, and the Selected Firm 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 this Agreement.
- c. **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 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.
 2. 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 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. The Selected Firm agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from this Agreement, and will execute any future assignments or other documents needed for the University to document, register, or otherwise perfect such rights.
 3. 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.

d. Data Privacy

1. The Selected Firm 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. University Data will not be stored outside the United States without prior written consent from the University.
2. The Selected Firm will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill the Selected Firm's obligations under this Agreement. The Selected Firm 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.
3. If the Selected Firm will have access to the University's Education records as defined under the Family Educational Rights and Privacy Act (FERPA), the Selected Firm 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 agrees to abide by the limitations and requirements imposed on school officials. The Selected Firm 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

e. Data Security

1. The Selected Firm 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 the Selected Firm'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, the Selected Firm warrants that all electronic University Data will be encrypted in transmission (including via web interface) and stored at no less than 128-bit level encryption.
2. The Selected Firm 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.

f. Employee Background Checks and Qualifications

1. The Selected Firm will ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of this Agreement including but not limited to all terms relating to data and intellectual property protection.
2. If the Selected Firm 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 as having the potential to affect the accuracy of the University's financial statements, the Selected Firm will perform the following background checks on all employees who have potential to access such data in accordance with the Fair Credit Reporting Act: Social Security Number trace;

seven year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

G. Data Authenticity and Integrity

The Selected Firm will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. The Selected Firm will 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.

H. Security Breach

1. Response. 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, the Selected Firm 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, the Selected Firm 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.
2. Liability. In addition to any other remedies available to the University under law or equity, the Selected Firm 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 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.

I. Response to Legal Orders, Demands or Requests for Data

1. Except as otherwise expressly prohibited by law, the Selected Firm will:
 - immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by the Selected Firm 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 the Selected Firm, the University will promptly provide a copy to the Selected Firm. The Selected Firm 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.

J. Data Transfer Upon Termination or Expiration

1. Upon termination or expiration of this Agreement, the Selected Firm 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 will occur within a reasonable period of time, and without significant interruption in service. The Selected Firm will 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, the Selected Firm agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Selected Firm might have transferred University data. The Selected Firm agrees to provide documentation of data destruction to the University.
2. The Selected Firm 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 the Selected Firm's facilities to remove and destroy University-owned assets and data. The Selected Firm will implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. The Selected Firm 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. The Selected Firm 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.

The Selected Firm's obligations under this section will survive termination of any Agreement resulting from this RFP until all University Data has been returned or Securely Destroyed.

K. Audits

1. The University reserves the right in its sole discretion to perform audits of the Selected Firm at the University's expense to ensure compliance with the terms of this Agreement. The Selected Firm will reasonably cooperate in the performance of such audits. This provision applies to all agreements under which the Selected Firm must create, obtain, transmit, use, maintain, process, or dispose of University Data.
2. If the Selected Firm 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 as having the potential to affect the accuracy of the University's financial statements, the Selected Firm will at its expense conduct or have conducted at least annually a
 - American Institute of CPAs Service Organization Controls (SOC) Type II audit or other security audit with audit objectives deemed sufficient by the

University, which attests the Selected Firm's security policies, procedures and controls;

- vulnerability scan, performed by a scanner approved by the University, of the Selected Firm's electronic systems and facilities that are used in any way to deliver electronic services under this Agreement; and
- formal penetration test, performed by a process and qualified personnel approved by the University, of the Selected Firm's electronic systems and facilities that are used in any way to deliver electronic services under this Agreement.

Additionally, the Selected Firm 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 to perform additional audits and tests, the results of which will be provided promptly to the University.

L. Institutional Branding

Each party will have the right to use the other party's Brand Features only in connection with performing the functions provided in this Agreement. Any use of a party's Brand Features will inure to the benefit of the party holding intellectual property rights in and to those features.

M. Compliance

1. The Selected Firm will comply with all applicable laws and industry standards in performing services under this Agreement. Any Selected Firm 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 the Selected Firm upon request.
2. The Selected Firm warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or the Selected Firm, including but not limited to: 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), and Federal Export Administration Regulations.

N. No End User Agreements

The Agreement that results from this RFP will be the entire agreement between the University (including University employees and other End Users) and the Selected Firm. In the event that the Selected Firm enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such agreements will be null, void and without effect, and the terms of this Agreement will apply.



Office of the Vice President for Management and Budget

Attachment 1

Vice President for Management and Budget's Request for Commitment

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 & Vendor Questionnaire

Full Legal Name (*Company name as it appears with your Federal Taxpayer Number*):

Address:

Telephone Number:

FAX Number:

Web Address:

Email Address:

DUNS Number:

SWAM Information:

Is your firm certified with the Commonwealth of Virginia's Department of Minority Business Enterprises (DMBE): ☐ Yes ☐ No

Minority-Owned Business: ☐ Yes ☐ No

Women-Owned Business: ☐ Yes ☐ No

Small-Owned Business: ☐ Yes ☐ No

Is your 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:

Questionnaire

Project Questions

Please describe the steps involved in an implementation of your firm's product.

Please describe your firm's plan for gathering requirements.

What's the typical time frame for deployment?

What are factors that would ensure a smooth deployment?

Please provide profiles of solutions implemented for other clients.

What services does your firm provide?

Development Questions

What development languages and tools do you employ?

Please describe the ways the platform can be customized or extended.

What languages and tools does the system support for automating administrative functions?

What languages and tools does the Platform support for content acquisition?

Training Questions

Please describe your firm's training offerings.

What is the cost of training?

How often is training offered?

Where is training held?

Does your firm offer training for developers and IT staff?

What kind of documentation will be supplied to DBP?

Technical Support Questions

Please provide an overview of what DBP can expect from technical support.

Does your firm provide the support?

What are the hours?

Is it phone- or web-based?

What is the response time for an emergency?

Please describe the support plans your firm offers.

Deployment Questions

What operating system will the product use?

Which web browsers are supported?

Please describe the team (skills and size) that will be needed to deploy and maintain this product.

Describe the process your firm would use to deploy the system across an organization like the University, Darden and DBP.

Conversion Questions

How would DBP migrate our existing

content to the system?

Please describe the process(es) used to transform Word documents into XML.
Will DBP have control over that process?

Please describe the process(es) used to transform XML to PDF. Also describe the formatting options DBP would have for PDF generation, and the level of customization available to DBP.

Please describe the process(es) used to transform XML to XML.

Please describe the process(es) used to transform XML to HTML or XHTML.

Please describe the process(es) used to transform XML to Mobi.

Please describe how DBP would make changes to the transformations.

Please describe how DBP would add a new output format to the platform.

Do you use third-party tools for conversion?

Please indicate your firm's choice of DTD for storing XML.

What tools will the Platform use to combine the content with its metadata?

How would DBP add a new output type to the Platform?

Aggregation Questions

Does the Platform include metadata management tools?

Is the system able to write metadata lists to external files?

Can the system bring up metadata lists and values for periodic review?

Storage Questions

How do your firm store content? In a relational database? In a file system?

Does the Platform have the ability to check the validity of links and cross-references?

What indexing and searching does the Platform support?

Administration Questions

Describe the technical skills required of a user of the Platform.

Describe the utilities provided for Platform administration to effectively manage the Platform.

What user roles are available? What tools does your firm provide for managing those roles?

Workflow Questions

Please describe the internal or external inputs that can be used to trigger the Platform to ingest new content.

Please describe the content attributes that can be used to create rules for Platform triggers.

What types of activities (content management, administrative tasks, etc) can be handled in an automated fashion?

Can the Platform generate email notifications for users?

Integration Questions

Please share your firm's experience integrating with the following:

- o Microsoft SharePoint

- o ProtectedPDF

(<http://www.protectedpdf.com/>)

- o Virtual Merchant

(<https://www.myvirtualmerchant.com/VirtualMerchant/>)

- o Great Plains

(<http://www.microsoft.com/en-us/dynamics/erp-gp-overview.aspx>)

- o Forio (<http://forio.com/>)

- o Learning Management Systems (like <http://www.instructure.com/>)

- o <https://www.blackbaud.com/>

- o <http://www.chalkandwire.com/>

Is there blog functionality included in the system or would it be offered via third-party? Please describe.

Reporting Questions

Describe the actions that can be logged by the Platform.

Describe how you integrate with web server logs or other external logs.

Can the Platform track usage and fees associated with media elements?

Can the Platform create a site map?

Security Questions

Do your firm support a hierarchical security model?

Discuss DRM and how it integrates into the system.

Platform Questions

Can the system send emails to customers? To users?

How does the system syndicate content?

What is your firm's upgrade policy?

Personalization Questions

Describe any personalization tools that come with the product.

How does a user modify personalization settings?

How does the system collect and store user profile data?

Do searches, links, navigational aids, reflect user profiles?

What options are offered for storing purchased content?

What options are offered for users to highlight or take notes within the Platform?

Web User Interface Questions

Describe the search capabilities of the Platform.

What steps are taken to ensure that the content can be viewed on various mobile devices?

What tools are available for modifying the home page?