

REQUEST FOR PROPOSALS (RFP)

Issue Date: August 28, 2015

RFP#LU214-16-004

Title: Enterprise Content Management (ECM) Solution

Commodity Codes: 20447, 20655, 20656, 20880,

Issuing Agency: COMMONWEALTH OF VIRGINIA
Longwood University
Materiel Management
201 High Street, Bristow Hall, Room 218
Farmville, Virginia 23909

OPTIONAL PRE-PROPOSAL CONFERENCE:

September 10, 2015 at 1:30 p.m.
Bristow Hall, Room 211
Longwood University
Farmville, Virginia

Location Where Work Will Be Performed: Longwood University, Farmville, Virginia 23909

Initial Period Of Contract: From January 1, 2016 Through December 31, 2016. *Optional four (4) successive one (1) year renewals.

Sealed Proposals Will Be Received Until: September 22, 2015 at 2:00 p.m. Local Time For Furnishing The Goods/Services Described Herein. **Proposals Shall Be Date/Time Stamped By The University Upon Receipt.**

All Inquiries For Information Should Be Directed To: Cathryn B. Mobley, Director of Financial Operations and Materiel Management, faxed to (434) 395-2246 or emailed to mobleycb@longwood.edu using ATTACHMENT A – WRITTEN PRE-PROPOSAL QUESTION FORM. **Questions are due by 12:00 noon on September 15, 2015.**

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: Materiel Management, Bristow Hall, Room 218, Corner of Main and Redford Streets, Farmville, Virginia. **Note: If you use an express delivery service, you may be told the University is a next day delivery location, but make sure the carrier guarantees arrival by 2:00 p.m.**

In Compliance With This Request For Proposals And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

State Corporation Commission (SCC) ID#: _____ or statement describing why offeror is not required to have a SCC ID# must be furnished with your proposal.

DUNS #: _____
eVA Member: [] Yes [] No
eVA Vendor ID#: _____

Check all that apply: Small Business []
Woman-Owned Business []
Minority-Owned Business []

Note: Offeror shall be a member of eVA on the date and time designated for receipt of proposals to be awarded this contract. See General Terms and Conditions X, page 40 for information on registration.

DSBSD Certificate Number _____
Certification Date ____/____/____
Expiration Date ____/____/____

Name And Address Of Firm:

Zip Code _____

Date: _____

By: _____
(Signature In Ink)

Name: _____
(Please Print or Type)

E-mail: _____

Title: _____

Phone: (____) _____
(Toll Free, if available)

Fax: (____) _____
(Toll Free, if available)

PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held on September 10, 2015 at 1:30 p.m. in Bristow Hall, Room 211. Please bring a copy of the RFP with you to the conference.

ADDENDUMS: Any changes resulting from the University's requirements will be issued in an addendum and will be posted on the eVA website, <http://www.eVA.virginia.gov> and the Longwood University Materiel Management website, <http://tkts.longwood.edu/ifbrfp/reviewrfp.asp>. Click on Proposal Number [LU214-16-004](#). It is the sole responsibility of the Offeror to check these web pages for all changes to the RFP prior to submission. **Failure to sign and return addenda may cause your proposal to be scored lower.** Longwood University will not mail or fax these documents.

Note to Offerors: Parking is difficult, please plan to arrive early. If Offeror requires ADA accommodations to deliver proposal, please contact the Materiel Management Office at (434) 395-2093 twenty-four (24) hours prior to solicitation closing.

INCLEMENT WEATHER / SUSPENDED SCHEDULE: Proposal receipt deadline scheduled during a period of suspended state business operations, including school closing due to inclement weather, will be rescheduled for processing at the same time on the next regular business day. It is your responsibility to check Longwood's website or call for closing information. See the following website: <http://www.longwood.edu> or call the main number at 1-434-395-2000 after 6:00 a.m., to see if Longwood is going to be open or if a suspended schedule has been implemented.

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

ECM Project Timeline*

RFP Issued	August 28, 2015
Optional Pre-Proposal Conference	1:30 p.m. Local Time, September 10, 2015
Question Period Closes	12:00 noon Local Time, September 15, 2015
Proposals Due	2:00 p.m. Local Time, September 22, 2015
Follow-up Questions Issued (if necessary)	October 2015
Q&A Teleconference (if necessary)	October 2015
Two (2) offerors Invited to Prototype Session	November 2015
Contract Negotiations	November 2015
Contract Award	December 2015

*All dates after receipt of proposals are subject to change.

TABLE OF CONTENTS

	<u>Page</u>
I. <u>PURPOSE</u>	4
II. <u>GOVERNING RULES</u>	4
III. <u>BACKGROUND</u>	4
IV. <u>STATEMENT OF NEEDS</u>	4
V. <u>PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS</u>	27
VI. <u>EVALUATION AND AWARD CRITERIA</u>	31
VII. <u>CONTRACT ADMINISTRATION</u>	31
VIII. <u>OPTIONAL PRE-PROPOSAL CONFERENCE</u>	32
IX. <u>GENERAL TERMS AND CONDITIONS</u>	33
X. <u>SPECIAL TERMS AND CONDITIONS</u>	42
XI. <u>METHOD OF PAYMENT</u>	53
XII. <u>PRICING SCHEDULE</u>	54
XIII. <u>ATTACHMENTS</u>	54
A – WRITTEN PRE-PROPOSAL QUESTION FORM	55
B – SMALL BUSINESS SUBCONTRACTING PLAN	56
C – OFFEROR DATA SHEET	58
D – THIRD-PARTY NON-DISCLOSURE AGREEMENT	60

- I. **PURPOSE:** The intent and purpose of this Request for Proposals (RFP) is to solicit sealed proposals from qualified sources to establish a contract through competitive negotiations with one (or more) qualified contractor(s) to provide an Enterprise Content Management (ECM) Solution, as outlined herein, for Longwood University, (hereinafter referred to as “Longwood” or “the University”), the University of Mary Washington (UMW), and James Madison University (JMU); all higher education institutions of the Commonwealth of Virginia, as well as other entities per the Contract Participation clause (reference Special Terms and Conditions number 8. on page 43).
- II. **GOVERNING RULES:** This solicitation is issued in accordance with the provisions of:
- A. Purchasing Manual for Institutions of Higher Education and their Vendors: <https://vascupp.org>.
- B. Governing Rules: <https://vascupp.org>.
- III. **BACKGROUND:** Longwood, founded in 1839, is a public 4-year, coeducational institution located in the heart of Virginia. For more information about Longwood, go to <http://www.longwood.edu/about.htm>. Background information for other current participating entities (hereinafter referred to as Entities) can be found at <http://www.umw.edu/about/> for UMW and at <http://www.jmu.edu/about/index.shtml> for JMU.
- IV. **STATEMENT OF NEEDS:**
1. **General Requirement**
- The Entities have been riding a Virginia Association of State College & University Purchasing Professionals (VASCUPP) cooperative contract that was competitively procured by Virginia Polytechnic Institute and State University (VT) and awarded to Nolij Corporation in June 2005. The contract expires on 12/31/15 and is not going to be resolicited by VT. The incumbent is Lexmark Enterprise Software (formerly Perceptive Software). The Entities wish to obtain proposals from industry experts on the most current computer-based systems for an ECM solution that meets their specific requirements.
2. **Specific Requirements (Longwood)**
- 2.1 This section provides the relevant functional, technical, performance, and architectural requirements of the system Longwood is seeking. The ECM effort is currently among the top initiatives as prioritized by Longwood. The University has over a dozen departments using Nolij Web to scan and store documents, but seeks an enterprise platform to move forward with campus-wide business process improvement initiatives including workflow and electronic forms, and to leverage information stored in the system to reduce redundancy, errors and time spent on processing. Longwood expects this project to be a multi-year implementation with year one focused on converting documents stored in the current system as well as implementing a solution in the University’s Admissions Office.
- 2.2 Longwood has identified a need for enterprise workflows to support increased efficiency and effectiveness. Workflows must be able to integrate with both campus-based and cloud-based applications. A rich, flexible workflow engine is essential and workflow development and maintenance must be intuitive, user-friendly and not reliant upon programming.
- 2.3 Longwood is under increasing pressure to meet regulatory and compliance requirements for producing and safeguarding documents. A central repository of documents with the ability to *permanently* redact sensitive information would assist

with meeting these requirements. Examples of these documents include admission application packages, disability records, contracts, personnel files, tenure review documents, student medical records, and payment records.

- 2.4 Business processes cross departments and applications at the University. Different areas frequently have a need to collaborate on projects or processes and consequently access the same documents. The same documents are quite often stored in multiple areas or have a need to be accessed from different software applications. A document management solution needs to demonstrate it will save many hours of locating, copying and re-filing documents as well as free up storage space.
- 2.5 Longwood continues to refine its business continuity and disaster recovery planning efforts, and the document management system will assist with those efforts. Security and backup of all digital content will be enhanced with an enterprise solution.
- 2.6 There continues to be a large number of paper forms used to support both academic and administrative services throughout the University. There are a significant number of forms-based processes that need to be automated; this project will include a solution to accommodate those needs.
- 2.7 Administrative offices utilize a mix of Microsoft Windows and Apple Mac workstations. A successful enterprise application must be equally adept on both platforms.

3. **Goals (Longwood)**

This RFP will be used to evaluate offerors' proposals with the intention of narrowing the offerors to two finalists.

The two finalists' products will be selected by the University for a live, hosted (cloud), prototype implementation. The offeror-led prototype implementation will include all aspects of standing up an ECM infrastructure with a single department's ECM processes. This effort will include:

- Create organization structure
- Create users
- Create roles
- Assign security to roles (users)
- Add documents: scan, from Outlook or Office
- Create a workflow and execute the workflow
- Create a simple eform
- Build sufficient records management data to link document types to retention schedules
- Work with API/Web services sufficiently to understand their uses and requirements for setup and support
- If offeror proposes a means of desktop integration, work with that tool sufficiently to understand its uses and requirements for setup and support

The University Information Technology Services staff and key business users are interested in hands-on experience with the solutions to better understand the ease of support and ease of use. We anticipate the offeror will also demonstrate key aspects of

the software to the business users as the prototype may not have sufficient data and documents to effectively demonstrate the solution.

It will be determined, following the evaluation of the proposals, whether an on-site demonstration will be necessary prior to the hosted test deployment. Offeror will be provided with about two weeks' notice prior to scheduling demonstrations and/or test deployments.

4. **ECM Functional Requirements (Longwood)**

4.1 System Overview

4.1.1 Glossary

Provide a glossary of terms that apply specifically to your system so that the evaluation committee is not confused by unfamiliar, offeror specific terminology.

4.1.2 System Overview

Introduce your overall system in layman's terms. Discuss the architecture of the system, design elements for higher education, and the typical software implemented for higher education. Use this section to explain the system design so that the readers of your response will have a better understanding of how the software flows and functions. Describe the tools and development environment for business analysts and developers.

4.2 Knowledge-Oriented Efficiency Requirements

4.2.1 Repository and Import Functions

Provide a general overview of the repository and import functionality of the system including library functions (check-in/out) and renditions. Answers to the following questions may be incorporated into this response; reference question number and clearly identify the answer within your response.

Item	Requirement
1.	Describe available functionality to update document checklists <i>internal to the ECM system</i> and to update Banner checklists automatically as documents are inserted into the ECM. Document insertions into the ECM include all document formats (scanned, email, PDF, etc.). Checklists will vary based on academic program. Some checklists may reside only in ECM (e.g. student recruiting) while others may reside in Banner (e.g. student admission). Identify other higher education clients where checklist interaction has been automated and briefly describe the processes in place.
2.	It would be very useful for the University to have the ability to mass import and classify emails and files from networked files/storage. Third party products may be appropriate but offeror experience or integration with a tool would be preferable. The import tool would use available metadata (folder names at all levels of the tree, file names, modification dates, from, to, subject, etc.) as index values and import filters. Describe any available functionality.

3.	The University requires an import utility to ingest documents (e.g. check copies, student transcripts) with University-supplied indexing data. Describe available functionality and the indexing options available (e.g. xml, Excel, CSV, etc.). (See next question.)
4.	Describe the system's ERM (COLD) capabilities, if available. In conjunction with the previous question, discuss options available to either import documents/indices created externally or use the ERM solution to process printed output files.
5.	Describe any out-of-the-box functionality available to parse multi-document Word or PDF files into individual documents with associated metadata and ingest those documents into the ECM. For example, Banner generates merged letter files; each letter would be filed within the student's record in the ECM.
6.	Describe document version control.
7.	Does the system offer content subscription services and content change notifications? (for example: a user would subscribe to content sources and they would be notified when documents are added, new versions checked in, etc.) Can subscriptions be established through an automatic function (e.g. subscribe all users in a department to a content source)? What notification options are offered?
8.	Discuss how a document stored once will be made available in more than additional applications within the ECM (e.g. in two "folders" without duplicating the document).
9.	Describe how, in conjunction with the object and data export, any artifact associated to a document such as annotations, redactions, comments/notebooks, etc. will be exported and retain its relationship to the source document.
10.	Describe rendition options that may be invoked <u>as part of a document export</u> such as rendering to PDF-A, TIFF, etc. How are the artifacts described in question 9 rendered when rendition occurs? What rendering options are available for long term digital preservation?
11.	What additional repository and import functionality is likely to be available in the next release of your software?

4.2.2 Indexing/Metadata

Completing the required indexing template for insertion into the ECM must be as automated as possible to minimize user involvement and ensure the highest degree of accuracy. Integration with Banner or other business systems, barcodes, OCR or other best practices will be employed by the University at every opportunity.

Provide a general overview of the indexing (metadata and database) design of the system including what metadata standards are supported. Illustrate features that simplify the indexing process for the end user and ensure that entered indices are accurate. Answers to the following questions may be incorporated into this response; reference question number and clearly identify the answer within your response.

Item	Requirement
1.	Does the system have any limit on the number of indices? Are indices reused within the system?

2.	Does the system support cascading indices (e.g. selection of one index value limits options for the next set of index values)? Multi-value fields?
3.	Does the system support a flexible indexing design that includes controlled vocabulary lists internal to the ECM or through a link to an external database?
4.	All indexing screens (scanning, drag-and-drop, print-to-ECM, Office, Outlook etc.) will provide integration with one or more database tables (within one database) for the validation of primary index fields and retrieval of secondary index fields. The indexing interface will function identically throughout the system. The database field selection will support multiple select statements. Discuss compliance with these statements.
5.	Does the system link a native, original file (e.g. Word) to its rendition (e.g. PDF) so that the relationship between parent and child is maintained? Also applies to a redacted document and the “child” document with the redactions burned in; comment.
6.	Are data sources defined once for the entire system?
7.	What additional indexing functionality is likely to be available in the next release of your software?

4.2.3 Search, View, and Print

Search options will also include content searching in conjunction with discrete indices. With more and more documentation being created or received in digital form, keeping that documentation in the ECM in digital form allows for the University to leverage content searching; however, content searching does not replace discrete indexing but may allow for fewer discrete indices while relying on text search to further narrow the results.

Provide a general overview of the searching, viewing and printing functionality of the system. Describe the search and viewing options for the end users. Answers to the following questions may be incorporated into this response; reference question number and clearly identify the answer within your response.

Item	Requirement
1.	Does the client support Microsoft Windows-based clients for all search, viewing and printing functions?
2.	Does the client support Macintosh-based clients for all search, viewing and printing functions?
3.	Does the client support tablet clients for all search, viewing and printing functions?
4.	Describe the content (full text) indexing and search functions available in the system. Content search results will be restricted by security access rights. Content searching results may be limited by one or many discrete index values. Provide documentation regarding the content searching options available with the tool; if there are optional content searching engines, please provide information.
5.	Describe general support for document annotations including security on annotations, the types of available annotations, and users’ choices for annotation inclusion or exclusion when an annotated document is retrieved from the repository. What document types may be annotated?

6.	Describe general support for document redactions including security on redactions, the types of available redactions, and users' choices for redaction inclusion or exclusion when a redacted document is retrieved from the repository. What document types may be redacted? Can the redactions be "burned in" (made permanent to the document) with your tool? Can viewing of redactions be controlled by user security?
7.	Does the system provide the ability to "rubber-band" a zone of a page, instantly OCR the zone and place the resulting text in the clipboard.
8.	Does the system provide a notebook function that is linked to an object in the repository (e.g. email message, image, Word document) to capture free form user comments?
9.	What security options are applied to annotations for adding, editing, deletion, and to restrict access to confidential annotations?
10.	What additional search, view and print functionality is likely to be available in the next release of your software?

4.2.4 Microsoft Office Including Outlook/Entourage/Exchange Integration and Web Email

Integration into Microsoft Office 2010/2013 (and future releases) will allow for direct addition of documents from Office to the repository with prompting for indexing metadata. Today, emails are kept within Outlook, printed and filed, printed and scanned, or saved to a network drive. The University requires a simple way for the user to directly save emails into the repository with associated metadata indexing. However, the email integration must be straightforward and simple for the user.

For either Office documents or email messages the software must have an intelligent interface with automatic capture of all metadata available to it (userid, department, date, etc.). For emails, the software must be "aware" of attachments and prompt the user to store email and attachments as directed by the user (e.g. keep message and attachment together, break out message and attachments separately, etc.).

Provide a general overview of Outlook/Exchange and Web Email integration functionality of the system. Illustrate features that simplify the process for the end user. Answers to the following questions may be incorporated into this response; reference question number and clearly identify the answer within your response.

Item	Requirement
1.	Directly from Microsoft Office the system will provide a "save to ECM" button or a menu selection to directly insert the document into the repository prompting the user to complete all unknown index values. Describe how index values can be defaulted. Discuss standard (out-of-the-box) Office integration.
2.	Directly from Microsoft Outlook/Entourage the system will provide a "save to ECM" button or a menu selection to directly insert the email into the repository prompting the user to complete all unknown index values. Describe how index values can be defaulted. Discuss standard (out-of-the-box) Outlook/Entourage integration. Specifically discuss options for handling email attachments.

3.	Integration with Office should be bi-directional so that documents can be retrieved for modification (check-out) from the repository from within Office. Likewise, a document can be inserted as an attachment in an email from the repository within the email.
4.	The ability to export or print documents (including as an email attachment) must be restricted when annotations and/or redactions are present. Discuss the system logic, security and user options that control annotation and redaction print/export.
5.	Supply evidence that your product synchs with new Office releases and leverages any new Office functionality as appropriate to your ECM integration.
6.	Document insertion logic will include linking to Banner or other business systems to facilitate automated metadata completion. Discuss and provide screen shot examples.
7.	Does your software require desktop client software or a browser plugin to implement the above referenced functionality? Discuss user options for adding content to the repository with or without client software for Office, Outlook/Entourage, Microsoft Explorer and/or Macintosh Finder.
8.	Discuss the options to move email messages and attachments into the repository when the end user utilizes only a browser email client such as OWA.
9.	Discuss any support offered for open source products or cloud based productivity tools such as Google Apps.
10.	What additional Office, Outlook/Entourage, and/or browser email-client integration functionality is likely to be available in the next release of your software?

4.3 IT Efficiency Requirements

4.3.1 Functional Security

Additional security questions are contained in the technical section of the RFP.

Provide a general, non-technical discussion of the security functionality available with the solution describing how the system controls access to documents and records. Answers to the following questions may be incorporated into this response; reference question number and clearly identify the answer within your response.

Item	Requirement
1.	The University requires flexibility for designating access restrictions based on key index fields (e.g. at the "folder" level) or document type/sub-type; discuss security functionality that meets this requirement.
2.	Designation of access rights must be able to be delegated to functional areas. Describe your method for decentralized delegation of access.
3.	Access to documents may be needed by multiple functional areas. Describe how this can be accomplished.
4.	Describe security restrictions that would be applicable to non-traditional faculty or student workers who need access to the system.
5.	What additional functional security functionality is likely to be available in the next release of your software?

4.3.2 ECM Administration and Application Development

Provide a general, non-technical discussion of ECM application development describing how applications are created and maintained. Answers to the following questions may be incorporated into this response; reference question number and clearly identify the answer within your response.

Item	Requirement
1.	Discuss the system administration functions that would be delegated to department business analysts to create ECM applications with minimal assistance from the IT department. Discuss ease-of-use features that would make this approach practical.
2.	Describe how the system enables power-users within the business to create content-related solutions with minimal assistance from the IT department.
3.	Describe methods of extending and integrating ECM applications using scripts or programmatic tools.

4.4 Process-Oriented Business Efficiency Requirements

4.4.1 Capture

Provide a general overview of the offeror-supplied Capture functionality. Include a discussion of:

- Batch processing capacity
- Distributed workgroup capture
- Quality control and rescanning
- Simplex/duplex capacity
- Resolution options
- Document preparation
- Support for OCR, ICR, OMR and barcode
- Identify which image formats/standards are supported

Answers to the following questions may be incorporated into this response; reference the question number and clearly identify the answer within your response.

If the offeror's preferred capture solution is provided by a third party, note the recommended vendor and provide the general overview for that vendor.

If there is ANY difference between operations of the capture software for Windows-based and Macintosh-based clients, duplicate this section and respond separately for both Windows and Macintosh offerings.

Item	Requirement
1.	What scanning functionality is provided as part of the offeror's solution (e.g. not from a third party)? Does scanning software require a workstation software installation?
2.	What is the offeror's preferred third-party vendor offering to supply capture functionality that is not a part of the offeror's solution? What

	specific functionality or technical consideration in higher education would necessitate the use of a third party solution or add-on?
3.	Describe available functionality to enable desktop scanning directly to the repository with full indexing functionality. Indicate if any software or hardware is required on the desktop for either Windows client, Mac client or browser.
4.	Describe how batch-file names are created or assigned? How is batch access controlled? What audit metrics are available for each scan batch?
5.	Does the scan software provided enhanced TWAIN configuration management in place of the standard TWAIN interface?
6.	Within the scanning and indexing interface, may a page be inserted anywhere within a multipage TIFF?
7.	Describe the use of the capture software to capture digital documents such as faxes and pass them through the capture software's workflow.
8.	Describe OCR software functionality within the imaging component including zonal OCR. What OCR engine(s) is used?
9.	Describe barcode "read" functions available at scan time. Confirm that the capture software supports barcode reading at scan time for document separation and indexing capture. What barcode formats are supported? What batch separation options are available?
10.	Describe available functionality to print a document indexing cover sheet from an indexing, retrieval or a special purpose screen.
11.	Describe available MFD copier interface; state whether third party tools are supported or the offeror supplies the software.
12.	What system-wide data and/or reporting on scanning operations is available? Does the data/reports include batch AND desktop scanning? MFD scanning?
13.	What additional capture functionality is likely to be available in the next release of your software?

4.4.2 Business Application Integration

User acceptance of ECM deployment will be enhanced with integration between the ECM and the University's administrative applications (both campus-hosted and SaaS). Integration that ties such applications to the ECM for document indexing and retrieval adds value and simplifies the user experience.

Item	Requirement
1.	The University requires point and click, or simple coding, for <u>screen</u> integration to administrative applications such as Banner. Integration will extract one-to-many index values from the application screen for indexing in the ECM screen. The ability to identify floating index values (e.g. not in a fixed position in the screen) will be required. Describe tools available for the integration of the ECM indexing and search screens to Banner (or other business system) screens. Clearly indicate how the integration is accomplished (e.g. parsing data stream, screen scrape, web services, etc.).
2.	Describe whether integration functionality is custom, scripted (semi-custom), or whether an integration tool is available that does not require programming or scripting.

3.	Describe software that will be required on the desktop to facilitate desktop integration and the desktop security rights required by the user.
4.	Offeror will provide a robust application programming interface (API), preferable web services, for the majority of the ECM functionality. Well documented API with coding examples will be important to reduce learning curve. Describe available programming interfaces; include comments on the programming methods used (.NET class libraries, ActiveX controls, VB, J2EE, web services, etc.).
5.	The University will require direct integration with the Banner database for bi-directional data exchange. Describe any out-of-the-box integration available with Banner. If offeror has experience with Banner integration at other clients, discuss client experience.
6.	Indicate if there are any modules or functionality in the system that does not have an API toolkit.
7.	Describe current or planned support for social computing features such as blogs, wikis, tags, etc.
8.	What additional system integration functionality is likely to be available in the next release of your software?

4.4.3 Workflow

Provide a general overview of workflow/business process management functionality. Discuss workflow setup, flexibility, extensibility, integration to external systems and code, queuing options, workflow interaction with eForms and other functionality that shows the depth and flexibility of workflow functionality. Answers to the following questions may be incorporated into this response; reference question number and clearly identify the answer within your response.

The functionality described below must be user configurable without scripting, coding or IT support. If any of the described functionality requires scripting, coding or IT support state that requirement in your response.

Item	Requirement
1.	Describe the system's workflow development function and the tools used to create, access, and monitor workflows. The University expects the workflow development environment will have fully exposed functionality within the GUI (business rules, formatting, field selection, business system database connectivity, etc.) which can be used by a business power user with little or no IT support.
2.	Describe workflow role definition and the use of roles in workflow execution. What flexibility is provided to alter roles (if allowed by security) at the time of initiation? State whether there are any restrictions on workflow roles crossing department boundaries.
3.	What options are provided for prioritizing and sorting worklists in a user's in-box?
4.	Does the workflow allow for data-only tasks and data-only workflows?
5.	Describe delegation of authority functionality (DOA) available. Include setup of DOA (roles based, ad hoc, etc.), method used to trigger DOA, external triggers for DOA (e.g. Banner or Outlook calendar), etc.

6.	The University requires an easy means of scanning and attaching images to a workflow transaction. Discuss how locally scanned or saved documents can be attached to a new or existing workflow instance.
7.	Workflow will provide a means of validated electronic approval of transactions with full audit of all actions taken. Describe electronic approval actions and audit available. Specify how your workflow tools address ad-hoc, advanced, and spider-type workflows.
8.	Discuss pre-defined routing rules with optional, and security controlled, manual routing... <ul style="list-style-type: none"> a. route-back to previous step b. route-back to any step c. route to a user-selected, ad hoc, participant
9.	Discuss workflow functionality to monitor the state of work in queues then triggering actions based on state changes, volume and/or time triggers. Include in the discussion automatic notification and a clear description of logic based escalation capabilities including messages to workflow in-baskets, task priority changes, email notification, and smart devices.
10.	For queue triggers as discussed above, will the queue trigger rules support time in minutes?
11.	The concept of "document status" has applicability across the university to distinguish between document states as it moves through a business process; examples of status include: new, reviewed, approved, in-process, incomplete, etc. Discuss how document status would be applied to newly added documents, either manually or based on business rules, options to change the status, and standard workflow functionality that use the status field to drive workflow actions. Status changes will be tracked in the audit trail.
12.	Discuss availability queue monitoring (manager's dashboard) for viewing of pertinent workflow activity by roles, workflow instances, task status, etc. at a glance. The queues should also allow granular, drill down ability as well as workflow management controls/actions from the dashboard.
13.	What standard workflow reporting functionality is provided? For example, logging/auditing workflows (who, what, when, counts, etc.).
14.	What additional workflow and eForms functionality is likely to be available in the next release of your software?

4.4.4 eForms

Provide a general overview of eForm functionality. Discuss eForm creation, flexibility, extensibility, integration to one or more external systems for data pull and push. Indicate known limitations to the forms. Answers to the following questions may be incorporated into this response; reference question number and clearly identify the answer within your response.

The functionality described below should be user configurable without scripting, coding or IT support. If any of the described functionality requires scripting, coding or IT support state that requirement in your response.

Item	Requirement
1.	Describe the process for eForm creation, maintenance and modification, and publishing to a web site for secure use.
2.	The University requires an easy means of scanning and attaching images to an eForm that may or may not be part of an existing workflow instance; e.g. reimbursement receipts.
3.	Does the eForm designer support mathematical and Boolean logic? Describe mathematical or Boolean logic available.
4.	Does the eForm provide functionality to autofill eForm fields, triggered using a value entered in one of the eForm fields, from an external database? Discuss available functionality to meet this requirement.
5.	Data entered into one form field, or returned from a database, can be used to trigger eForm actions such as expanding or shrinking the form, triggering a workflow instance or task, etc. Discuss available functionality to meet this requirement.
6.	How would an eForm be used within a portal? Does the offeror provide any specific functionality for eForms used in a student portal?
7.	What standard eForm reporting functionality is provided? For example, logging/auditing eForm transactions (who, what, when, counts, etc).
8.	Does the eForm designer provide the ability to intuitively create eForms that are object-oriented and directly input that data to new and existing databases. Data "created/captured" with an eForm should be independent of existing application for use of the data i.e. spreadsheet, PDF, and word processing.
9.	What additional eForms functionality is likely to be available in the next release of your software?

4.5 Compliance and Litigation Defense Requirements

4.5.1 Audit, Compliance, Regulatory and Quality Control

Provide a general overview of the functionality that supports Audit, Compliance, Regulatory and Quality Control requirements of higher education. Answers to the following questions may be incorporated into this response; reference question number and clearly identify the answer within your response.

Item	Requirement
1.	The University must meet compliance and audit requirements for a variety of purposes including: <ul style="list-style-type: none"> • FAFSA/FERPA, • audit standards for federally funded FA loans , • HIPAA, • GASB, • AACRAO ethical practices, • IRS • and PCI records Discuss best practices developed by your company around these compliance standards.
2.	User and system activity, including actions executed by the API, will be auditable using selective criteria including: view, add, delete, modify, annotate, print, email, redaction, version, etc. Describe the available

	audit options and information capture for documents and workflow processes including, if unique, eForms. Reference previous responses as appropriate rather than repeating content here.
3.	Describe standard audit reporting available. If no standard reporting, what reporting tool do you recommend?
4.	Are audit tables kept in the ECM database?
5.	Are audit tables able to be modified? If so, under what conditions?
6.	Audit database dictionary will be provided at no cost so that Longwood University may develop reports to meet their requirements. Indicate compliance.
7.	What additional audit, compliance, regulatory and quality control functionality is likely to be available in the next release of your software?

4.5.2 Records Management

Provide a general overview of records management lifecycle functionality. Discuss how records management is set-up to ensure that documents entered into the repository are assigned the correct records retention rule; if user will have requirements to assign retention rules, discuss.

Answers to the following questions may be incorporated into this response; reference question number and clearly identify the answer within your response.

Item	Requirement
1.	How does the system prevent over-writing of existing documents or records?
2.	Describe the record destruction process including generation of destruction lists, approval of items on list to be destroyed, and authorization of destruction. If your RM system includes paper management, include a brief synopsis of the paper destruction approval cycle. For digital document destruction, is a certified destruction document produced? Discuss how your solution prevents expunged records from being rebuilt or retrieved.
3.	Legal and other holds supported; legal holds restrict all held documents to "read only".
4.	At a minimum, the University wants the ECM to incorporate the University's retention schedule, which is based on the Library of Virginia Retention Schedules for State Agencies, which will be linked to document types in the ECM for lifecycle management of documents. Discuss available functionality. (See next question.)
5.	For record retention policies that are based on a variable, e.g. "6 years from last enrollment date", discuss how the variable would be set in the ECM.
6.	<p>Preservation</p> <p>The university is concerned about the long term (more than 10 years) challenges of format obsolescence and media degradation.</p> <ul style="list-style-type: none"> • Discuss offeror content repository functions that address these issues. • Discuss offeror's procedural best-practices to resolve these issues. <p>Discuss other long term digital preservations strategies employed by the offeror.</p>

7.	Indicate where you have implemented records management in other higher education institutions.
8.	What additional RM functionality is likely to be available in the next release of your software?

4.6 Reporting

In addition to the reporting requirements listed in previous sections, provide a general overview of the out-of-the-box reports, dashboards, and ad hoc query capabilities provided.

Answers to the following questions may be incorporated into this response; reference question number and clearly identify the answer within your response.

Item	Requirement
1.	Describe standard reporting of application design (setup) and common database tables that document the ECM installation and support the administrative functions such as system map, document types by application, index definitions by application, access and control security profiles, group and role participants, administrative reports such as low disk warnings, SQL table layouts, etc.
2.	Describe the data tables available to the University using a SQL or ODBC-based reporting tool. An entity relationship diagram and data dictionary is preferred.
3.	Describe standard reports and dashboards that are provided. Examples include document transaction and aging reports, workflow status reports, user access reports (who has access to which documents), membership reports (security role and membership matrix), etc.
4.	What additional reporting functionality is likely to be available in the next release of your software?

4.7 Higher Education Best Practices

Referencing the responses provided above as appropriate, highlight offeror's experience with the following business functions. The University is looking for the experience of the offeror in these areas developing best practices and process improvements. The offeror may recommend or discuss alternatives that are not necessarily part of their solution but offered by third parties if it is pertinent to the overall solution offering.

4.7.1 Admission

The University Undergraduate Admission office processed ~4,700 applications for the fall 2015 cohort. The University uses CollegeNet for Undergraduate applications and the files are downloaded using Noli Transfer. Electronic transcripts and SAT/ACT scores are also downloaded and will need to be stored in the system. The Admissions Counselors use a reader sheet to capture information about the student as they read the application files; some of that data is used to update Banner. As documents are received, the Banner checklist is updated. The University would anticipate reading files on-line; reader applicant files would be all inclusive so that the reader has all documents and data in one place. The University would also anticipate utilizing a workflow process for making decisions online while reading and routing for

approval (single individual, several single individuals, or even committee of individuals that can approve/comment separately) and/or locking in the final decision and having it load to Banner.

State how your solution can facilitate and maintain these functions (long-term) by non-programming staff within the Admissions office.

4.7.2 Registrar

The Registrar Office has a variety of paper forms which are used by students. The office wishes to transition these to eForms with workflow routing, especially for internal routing and approval. eForm functionality that would be used includes:

- Identity verification through Active Directory and/or Banner
- Link eForms to Banner for data validation and auto-population of key fields
- Digital approval

The forms that could be included are, but are not limited to:

- Transcript request form
- Major/minor declaration or change form
- Add/withdrawal form
- Audit and Pass/Fail form
- Grade changes

State how your solution can facilitate and maintain these functions (long-term) by non-programming staff within the Registrar office.

4.7.3 Financial Services: A/P Invoice and Expense Processing

Describe best practice deployments and/or out-of-the-box functionality provided by your solution to capture and integrate receipts for Expense processing as well as capturing packing slips locally and electronically delivering them to Accounts Payable for invoice processing.

State how your solution can facilitate and maintain these functions (long-term) by non-programming staff within the Finance offices.

4.7.4 Human Resources

State how your solution can facilitate and maintain these functions (long-term) by non-programming staff within the Human Resources office.

4.7.5 Financial Aid

State how your solution can facilitate and maintain these functions (long-term) by non-programming staff within the Financial Aid office.

5. **Technical Requirements (Longwood)**

5.1 Offeror's Solution Architecture

5.1.1 Solution Architecture

Provide a solution architecture diagram with associated textual description inclusive of all recommended hardware and software components. Specifically address:

- Software required on server components
- Identify where in the architecture firewalls are supported (or where they cannot be used)
- Define security for documents moving between components
- Define security for documents in the repository
- Define requirements for access from outside of the internal network, e.g. portal (DMZ, open ports, etc.)
- The University will not accept solutions where documents are stored on the web server.

Offeror may reference this diagram to support answers provided elsewhere in the technical section.

5.1.2 Software Upgrades

1. Describe normal upgrade schedules for major and minor software releases.
2. Discuss required versus optional upgrades, cumulative patch releases, impact on supportability if optional patches are ignored, and any other pertinent upgrade policy or practices of Offeror.
3. Discuss the impact on the ECM system's availability during patching and upgrading of components (e.g., must system be taken down, patch after hours, how are other components of the ECM or the University architecture are impacted)?
4. Provide the upgrade history for all software updates (bug patches, security patches, minor and major upgrades, etc.) for the previous two years; include whether upgrade was optional or required.
5. What upgrades would typically require offeror's professional services staff or be highly recommended for installation?

5.2 Hardware

5.2.1 Server Hardware

Provide server hardware configuration required for each of the components of your recommended solution. The University virtualizes server hardware at this time. In the last column, identify the scaling parameters that will impact the configuration. Add additional rows to the table if needed; place "NA" on any row that does not apply. Reference documentation if appropriate and if it is clearly cross referenced.

	Recommended Configuration	Configuration Scaling Parameters
Application Server		
Web Server		
Workflow Server		
Database Server		

Table 1: Server Hardware

5.2.2 Object Storage

1. Describe the repository storage subsystem requirements. Describe how it utilizes and/all of the following: CIFS, NFS, Windows file system, Linux file system.
2. Describe the stored-object file naming convention.
3. Describe product support for encryption of stored objects.
4. Describe any functionality provided by the offeror (not operating system or storage vendor) for the complete backup and restoration of the ECM system.

5.2.3 Hardware Components

1. Please identify any non-standard hardware that is required by your applications.
2. Please address whether software or hardware keys (dongles) are used as part of the security, licensing or scanning functions of your system. If so, describe their purpose and the method which is used to register the software/hardware controlled, such as NIC MAC address.

5.3 Host Environment Integration

The ECM will interface with Longwood University business systems—both campus-hosted and SaaS (cloud based). The purpose of the integration is:

- To recall objects from the ECM system using data passed from the host system;
- To pass data from the host system to the ECM system (index/metadata values) using lookup key(s);
- Passing data from the ECM environment to the business system (e.g. from an eForm, from workflow, OCR output, etc.).

Offeror will describe their available methods of ECM integration with University business systems using infrastructure integration; that is, server and/or API integration as opposed to workstation integration.

1. Describe software that will be required on the server to facilitate server integration.
2. Describe the security credentials required for API integration and the communication protocols invoked between the servers and desktop.
3. Specifically discuss integration nimbleness when Longwood University upgrades Banner or other administrative applications; what effort will be required by IS staff when upgrading business systems?

5.3.1 Business system and ECM Infrastructure Integration – Technical

Offeror will describe their available methods of ECM integration with University business systems using infrastructure integration; that is, server and/or API integration as opposed to workstation integration.

1. Describe software that will be required on the server to facilitate server integration.
2. Describe the security credentials required for API integration and the communication protocols invoked between the servers and desktop.
3. Specifically discuss integration nimbleness when the University upgrades Banner or other administrative applications; what effort will be required by IS staff when upgrading business systems?

5.4 Security Authorization and Authentication

Longwood University uses Active Directory for internal authentication and CAS (and possibly Shibboleth) for federated (cloud computing) authentication.

1. Describe how your system will authenticate against Active Directory domains for user authentication, authorization, personal information and group memberships. Does the ECM retain its own USERID and PSWD account list synchronized to the AD domain or is validation real time with tokens passed to the ECM security module?
 - a. Is AD used to authenticate staff and student identities throughout the system? Does workflow re-authenticate identities each time a user touches an active work instance/task?
 - b. Describe authentication options for user authentication, authorization, personal information and group memberships.
2. Will ECM security lock a user account after a set number of unsuccessful login attempts? If so, can the parameters for this ability be modified? What is the process for “unlocking” accounts?
3. Student data must be encrypted (SSL or similar) when transmitted across the wire in order to meet FERPA and other security and privacy requirements. All network communication involved in any way with authentication will be encrypted through a commonly recognized encryption scheme
 - a. What encryption scheme is used?
 - b. If a proprietary encryption scheme is used, justify why.
4. Does the system encrypt sensitive information in the database? If so, describe options for defining which data elements and/or objects will be encrypted.
5. Describe how your security allows user or role level authorization the ability to see, update or delete data and/or objects (tiered access control).
6. Discuss options to inherit security roles from administrative applications such as Banner.

7. The University desires that the system allow for a unified logon to the various components (e.g., object repository, viewing, workflow, etc). Discuss unified logon and any exception to unified logon.
8. Describe the system's capabilities to routinely log all failed authentications or unauthorized attempts to access Restricted or Highly Restricted information. Canned summary reports which highlight "suspicious activity" are preferred but not required.
9. Does system log administrative activities such as creating applications, modifying applications, adding users, changing security, etc.? Do any administrative activities trigger security alerts?

5.5 Operating Software, Database and Languages

1. What server operating systems are supported? In what order are the server operating systems tested for new releases? What is the offeror's preferred server operating system?
2. What databases are supported? In what order are the databases tested for new releases? What is the offeror's preferred database?
3. Please comment on support for Linux and Oracle for your entire product suite.
4. Is the database entity relationship model published for our use with integration and reporting?
5. What database management functions are required and at what frequency? Does the offeror provide any services to automate or facilitate the database management functions?
6. What programming language(s) is (are) used in your product development?
7. Discuss your system's use of separately licensed and installed software as compared to software that is embedded and self-contained in your product. Indicate if there is any separately licensed software that the University would need to purchase.

5.6 Administration

5.6.1 Internally Support ECM

1. The University is equally willing to administer, maintain and grow the ECM system with internal resources or a hosted (cloud) option. The system must, at a minimum, provide the capability for University personnel to modify the following items without offeror involvement:
 - User Setup/Authorization/Privileges
 - System Security
 - Interface interaction with host environment
 - Add, change and delete imaging and ERM applications, document types, controlled value lists, etc.
 - Record retention administration
 - Perform backup and restore of the entire system
 - Migrate applications, workflows, scripts etc. from test to dev or dev to production
 - Disaster recovery

2. The offeror must describe, in detail, any parts of the solution, other than program object code, that requires offeror involvement for configuration.
3. Discuss the process by which you delegate administration of access controls to the information owner (or designated custodian). List the administrative functions which may be delegated with limited rights (e.g. to departmental admin).
4. System Administration: Standard reports that describe applications and common tables are useful for documenting the installation and in support of administrative functions. At a minimum, the following reports should be available standard in the system or developed as part of deployment.
 - System map
 - Document types by application
 - Index definitions by application
 - Access and control security profiles: system and by application
 - Where-used
 - Roles across applications and workflow
 - Users across applications
 - Group and role participants
 - Administrative reports such as low disk warnings, SQL table layouts, etc.
 - Change tracking: application modifications, security modifications, role modifications, additions/deletions, rights changes, etc.

5.6.2 General System Access

1. The University requires complete access to the database and objects stored in the ECM system. Does the University have full rights to access the ECM database and ECM stored objects, including exporting/convert to another system, without the need for separately licensing software or the need to contract for services with the offeror?
2. Has the access described above been made available to the University with the proposed software solution?

5.6.3 Redundant/Test Environment

The University requires that the solution have a fully redundant test environment and/or development environment separate from the production system. The goal of this system is to provide a “sandbox” for testing new releases, custom code, etc. and as a recovery site in the event that the production system becomes unavailable for any reason.

This redundant environment must allow the University to create, modify and test all aspects of the system. In addition, the system must allow the testing of integration between the ECM system and other University systems.

1. Please provide guidance on setting up test and dev environments including recommended hardware requirements separate from the production environment.
2. Describe how software is migrated from test to dev, and dev to the production environment. Be specific.

6. **Implementation and Support (Longwood)**

6.1 Service and Maintenance

1. Offerors will describe software services and maintenance program options for the University for service and support programs including, at a minimum, 1) 8am to 5pm EST, 2) 6am to 6pm EST, and 3) available project-based off-hours support (weekend upgrades, etc.). Pricing must be included in Section XII.
2. Offerors will describe the office location from which training or support personnel will be dispatched to Farmville, VA. In addition, offerors will list the number of support locations by city and state (for any location that may provide support resources for the University) as well as the number of support personnel at each location. Note: Sales and administrative personnel are not to be included as support personnel.
3. Describe the warranty offered with your product(s). Do the same support commitments apply during the warranty period (that is, response time, and so on) as during the maintenance contract period?
4. Please describe services available through offeror's knowledge base portal, offeror support portal, etc.

6.2 Training

1. List the locations of your training facilities. Will offeror host training sessions at the University?
2. Describe your approach to training system administrators, business analysts and technical leads.
3. Describe your approach to training end users prior to going live.
4. List all required and recommended classes and cost in the Pricing Schedule in Section XII.
5. List all online training options.
6. Describe your approach to new employee training and continuous improvement.

6.3 Implementation Requirements

6.3.1 Year 1 Implementation Personnel Requirements

Year 1 implementation will focus on the Admission process and converting documents currently stored in Nolij Web by other departments. If time allows, a second implementation will also be undertaken that year.

1. Offerors will present their standard implementation methodology for standing up the ECM system and building out the first department

(Undergraduate Admission). What is a reasonable expectation for the number of days' professional services that would be required to stand up the system and support the University staff as they create application(s) and workflows for the Admission process that will include:

- a. Application definition (doc types, indices, controlled value lists, roles, security, etc.)
 - b. Scanning application
 - c. Simple records retention assignment
 - d. Approval and routing workflows with reporting
 - e. Viewing with annotation and other toolkit tests
2. Offerors will briefly describe the University and offeror's business and technical resources (roles) required during the design, planning and implementation stages of the project year 1 implementation.
 3. For the University and offeror, provide the recommended time commitment for each resource as a percentage of an FTE (for more than one FTE, use a percentage greater than 100%; e.g., 1 ½ FTE equals 150%). Use your experience in similar institutions as a basis.
 4. Offerors will provide costs for their recommended implementation support professional services in Section XII.

6.3.2 Post Implementation Personnel Requirements

1. Offerors will present their typical on-going implementation support methodology and recommendation after Year 1 (first implementation).
2. Offerors will briefly describe typical University and offeror business and technical resources required during the ongoing deployment across campus. These estimates should be based on a University-wide deployment as well as offeror/integrator experience in similar institutions. State assumptions.

6.4 Higher Education Specific Support

Describe the offeror's knowledge of ECM implementations in higher education, use of best practices gleaned from past higher education implementations, and general on-site and phone support that is knowledgeable about, and dedicated to, the higher education market.

7. **Additional Functionality Available**

The University or any institution accessing the contract, reserves the right to add additional functionality/products during the life of the contract. Please provide information regarding the additional functionalities below and any others available for the Entities to consider.

7.1 Overview of Current Environment (UMW)

UMW is seeking a web-based applicant/recruitment data matching, review and upload solution(s). It is expected that the fully automated solution will improve efficiency and

decrease the time and costs associated with entering applications, application supplemental documents, prospective student records, transcripts, test scores, awards, etc. into the Banner Database.

UMW operates on a Windows client-based and Windows and Linux Server-based environment running on Intel architecture. Software solutions run in a 64-bit architecture physical server or virtual (VmWare) environment. The University uses open architecture and Open Database Compliant (ODBC) compatibility. The University runs Oracle RDBMS and Microsoft SQL Server as its database. The University runs its Enterprise Network on a switched Ethernet environment.

7.1.1 Specifications (UMW)

A. **Required Features (UMW)**

1. Integration directly with Banner software and tables.
2. Support for all currently supported releases of ORACLE
3. Support for API interface with 3rd outside parties
4. Ability to upload information collected through web forms, electronic data files, and virtually any other data format.
5. Secure login, end user security interface and ability to create custom data loads.
6. Customizable imports including a full-featured programmable user interface for in-house usage, maintenance and enhancements.
7. The ability to upload electronic data from Common Application, XAP, CollegeNet, College Board, Educational Testing Service, and other providers.
8. Capture and load hand printed data from paper applications and prospect cards.
9. Compare input records to potential matches in Banner and automatically add or update information in real time using data matching rules established by UMW.
10. Provide automated formatting and address standardization, code lookups and data validations provided by UMW.
11. Provide detailed auditing and reporting capabilities.
12. Must be an open web based system with all matching and uploading steps fully configurable by UMW staff with role level access.
13. Provide online and specialized training and User Support.
14. Provide reports of data matching and upload statistics.

B. **System Specifications and Operations (UMW)**

- Provide an overview of network architecture requirements.
- Provide an overview of the system architecture
- Specify security capabilities and levels, including password management and encryption, controlling access to staff functions, audit trails, and encrypted communications.
- Describe capabilities for integrating the system with campus LDAP and/or CAS.
- What is the vendor-recommended server configuration for the software (processing power, disk space and memory needed)?

- What is the vendor recommended OS for the solution/application? i.e. Windows, Linux
- What are the vendor recommended/required database software and maintenance requirements for the system/application i.e. Oracle, Microsoft Sequel?
- What are the vendor recommended/required web-browser requirements for workstations running the system/application? (manufacturer, version, required plug-ins)
- What are the vendor recommended/required hardware and OS requirements for workstations running the system/application?
- What are the vendor's recommendations/requirements/suggestions for backing up the application and/or data?
- What is the vendor's recommendation for configuring the software/system for fault tolerance and redundancy?
- What is the vendor's process for configuring the software solution (include multiple user environments, internal and external interfaces, telecommunications links, and security)?
- Does the vendor require remote access to UMW systems?
- Does the vendor offer consulting services for implementation of the solution and if so at what rates?
- Does the software solution support multiple environments (i.e. ability to run concurrently for development, testing, training, and production)?
- Does the contractor allow UMW to have multiple instances of the software solution installed without incurring additional costs (i.e. development, test, training, production)?
- How is the product licensed? (site, concurrent users, named users, etc.)
- What type of support is provided to users of the service/system – both technical, and functional?
- How are upgrades, patches and other maintenance performed?
- What training offerings (online, or otherwise) does the vendor offer for implementation?
- How often are new features introduced?
- What is the vendor timeframe for future enhancements or functionality requested but not yet available?
- What is the vendor's ADA Section 508 compliance? Can you provide a copy of the "Voluntary Product Accessibility Template (VPAT)"?
- Provide a list of other items not noted elsewhere that are required for implementation or maintenance of your system as well as an explanation of their benefits.
- Provide a list of other items not noted elsewhere that may be useful for implementation or maintenance of your system as well as an explanation of their benefits.
- Describe procedures, such as source code escrow, to protect an institution's use of the software if the vendor enters bankruptcy proceedings.

V. **PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:**

A. **GENERAL INSTRUCTIONS:**

1. **RFP Response:** In order to be considered, offerors must submit a complete response to Longwood by the due date and time stated in this RFP. Offerors are required to submit

one (1) signed original hardcopy (paper) of the entire proposal including all attachments and proprietary information; five (5) additional hardcopies (paper) including all attachments and proprietary information and one (1) copy of the proposal as a PDF file including all attachments and proprietary information must be submitted in electronic format (e.g., CD or Flash Drive). If the proposal contains proprietary information, a redacted copy of the proposal in electronic format must also be submitted. The offeror shall make no other distribution of the proposals.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors’ proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted, therefore, proposals should be complete when submitted.

B. SPECIFIC PROPOSAL INSTRUCTIONS: Proposals should be as thorough and detailed as possible so that the Entities may properly evaluate the offeror's capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Return Offeror Data Sheet, included as an attachment to the RFP.
3. A written narrative statement to include:
 - a. A brief company history, to include number of employees in the company and the number of employees working in the ECM segment, by job description.
 - b. Description of qualifications and experience providing the goods/services described herein.
 - c. Information on current software clients, including:
 - (i) Total number of clients
 - (ii) List of clients with similar needs using the same solution(s) proposed.
 - (iii) Evidence of successful completion of a project of a similar size/complexity.
 - (iv) List of higher education ECM customers added in the past three (3) years.
 - (v) List of higher education ECM customers who have ceased using your solution.
 - (vi) Geographic reach of the offeror.

- d. Additional goods/services the offeror can provide for Longwood to consider.
4. Provide income statement and balance sheet for each of the two most recently completed fiscal years, certified by a public accountant.
5. If offeror will be working with a Value Added Reseller (VAR), offeror shall provide the same information for the VAR as above. The University will consider procuring the ECM solution directly from the manufacturer or through a qualified VAR.
6. List all of the higher education contracts offeror has been awarded that are similar to the University in size and requirements (i.e., ~5,000 students with one main campus, small satellite locations, graduate programs and professional studies) and which have been installed with at least one department “live” for one year. For each institution, provide the year of the first installation.
7. Provide the names, qualifications and experience (resume) of personnel to be assigned to the project.
8. Specific plans for providing the proposed goods/services including:
 - a. A complete and detailed description of the offeror’s methodology and plan for providing the goods/services described herein.
 - b. Timeline for providing the goods/services described herein.
9. Proposed Price (see Section XII. of the RFP).
10. Small Business Subcontracting Plan (SBSP) – Summarize the planned utilization of DSBSD-certified small businesses which include businesses owned by women and minorities, when they have received DSBSD small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless the solicitation has been set-aside for small businesses or no subcontracting opportunities exist. A SBSP template is included in this RFP as Attachment B and must be returned with the proposal.

VI. **EVALUATION AND AWARD CRITERIA:**

A. **EVALUATION CRITERIA:** Proposals will be evaluated by the best value perceived by Longwood using the following criteria:

<u>CRITERIA</u>	<u>POINT VALUE</u>
1. Company profile demonstrating long-term financial stability and depth of industry experience	5
2. Product functionality and ability to meet the requirements set forth herein, specifically those functions unique to higher education	20
3. Product technical platform	20
4. Training and implementation support, including resources to train new staff and support for continuous improvement	20
5. Small Business Subcontracting Plan	20
6. Price	10
7. References	<u>5</u>
TOTAL	<u>100</u>

B. **AWARD OF CONTRACT:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the RFP, including price, if so stated in the RFP. Negotiations shall be conducted with the offerors so selected. After negotiations have been conducted with each offeror so selected, Longwood shall select the offeror(s) which, in its opinion, has made the best proposal, and shall award the contract to the offeror(s). Longwood may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. (Section 11-65D, *Code of Virginia*.) Should Longwood determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the offeror’s proposal as negotiated.

VII. **CONTRACT ADMINISTRATION:** Upon award of the contract, Longwood shall designate, in writing, the name of the Contract Administrator who shall work with the contractor in formulating mutually acceptable plans and standards for the operations of this service. The Contract Administrator shall use all powers under the contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Longwood shall be transmitted through the Contract Administrator, or their designee(s) however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope of the work or change the basis for compensation to the contractor.

VIII. **OPTIONAL PRE-PROPOSAL CONFERENCE**: An optional pre-proposal conference will be held on September 10, 2015 at 1:30 p.m. in the Bristow Hall Conference Room (#211). The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Please bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

IX. **GENERAL TERMS AND CONDITIONS:**

- A. **PURCHASING MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia’s Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <https://vascupp.org>.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia, § 2.2-4366*). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, § 2.2-4343.1E*).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency

or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

- K. **PRECEDENCE OF TERMS:** Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

- S. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor or third party owner of such motor vehicle.)

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors,	

Hospitals, or Health Maintenance Organizations.)	\$1,725,000 per occurrence, \$3,000,000 aggregate
(Limits increase each July 1 through fiscal year 2031, as follows: July 1, 2013 - \$2,100,000, July 1, 2014 - \$2,150,000. This complies with <i>Code of Virginia</i> §8.01-581.15.	
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eVA.virginia.gov) for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) 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 contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) 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 contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- W. **NONDISCRIMINATION OF CONTRACTORS:** An offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2011 thru December 31, 2013, the Vendor Transaction Fee is:
- (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- b. For orders issued January 1, 2014 and after, the Vendor Transaction Fee is:
- (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

For orders issued prior to July 1, 2011 the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Z. **SET-ASIDES:** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of proposals.
- AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.
- BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title

50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

X. **SPECIAL TERMS AND CONDITIONS:**

1. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
2. **AWARD TO MULTIPLE OFFERORS:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror(s) which, in its opinion, has made the best proposal, and shall award the contract to the offeror(s). The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
3. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
4. **COMPLIANCE WITH LAW:** All goods and services provided to Longwood University shall be done so in accordance with any and all local, state and federal laws, regulations and/or requirements. This includes any applicable provisions of FERPA or the "Government Data Collection and Dissemination Practices Act" of the Commonwealth of Virginia.
5. **CONFIDENTIALITY (Commonwealth):** The Commonwealth agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the contractor in writing or as required by the Freedom of Information Act or similar law. It shall be the contractor's responsibility to fully comply with § 2.2-4342F of the *Code of Virginia*. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as "proprietary" either prior to or at the time of submission to the Commonwealth.
6. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION (Contractor):** The contractor assures that information and data obtained as to personal facts and circumstances related to clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to

safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this contract may be required to sign a confidentiality statement.

7. **CONTINUITY OF SERVICES:**

- a. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

8. **CONTRACT PARTICIPATION:** Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at <http://www.longwood.edu/materielmanagement>), Cooperative Procurement, it is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with the contract terms. The Contractor shall notify Longwood University in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Longwood University. Longwood University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the

Contractor to extend the contract. It is understood and agreed that Longwood University is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances. Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

9. **DATA AND INTELLECTUAL PROPERTY PROTECTION:**

1. **Definitions**

- “Customer” means the individuals authorized by the University to access and use the Services provided by the Contractor.
- “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).

2. **Rights and License in and to the University Data**

The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Longwood, and Contractor has a limited, nonexclusive license to use these data as provided in this Agreement solely for the purpose of performing its obligations hereunder. The contract does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Agreement.

3. **Intellectual Property 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 contractor (or its subcontractors) for Longwood will not be disclosed to any other person or entity without the written permission of Longwood. Contractor warrants to Longwood that Longwood will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the contract 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. Contractor will execute any assignments or other documents needed for Longwood to perfect such rights.

4. **Data Privacy**

- a. Contractor will use Longwood data only for the purpose of fulfilling its duties under the contract and will not share such data with or disclose it to any third party without the prior written consent of Longwood or as otherwise required by law.
- b. All Longwood data will be stored and processed on servers located solely within the Continental United States.
- c. Contractor will provide access to Longwood data only to those employees and subcontractors who need to access the data to fulfill contractor obligations. Contractor will ensure that employees who perform work under the contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the contract prior to being granted access to Longwood data.

5. **Data Security**

- a. Contractor will store and process Longwood 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 Contractor'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, Contractor warrants that all Longwood data will be encrypted in transmission (including via web interface) and stored at no less than 256-bit level encryption.

- b. Contractor 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 the contract.

6. **Audits**

- 1. Contractor will at its expense conduct or have conducted at least annually a:

- Type 2 SSAE 16 audit with audit objectives deemed sufficient by Longwood, or other security audit with audit objectives deemed sufficient by Longwood, which attests the Contractor's security policies, procedures and controls;
- vulnerability scan, performed by a scanner approved by Longwood, of Contractor's systems and facilities that are used in any way to deliver Services under the contract; and
- formal penetration test, performed by a process and qualified personnel approved by Longwood, of Contractor's systems and facilities that are used in any way to deliver Services under the contract.

- 2. Contractor will provide Longwood 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 the contract. Longwood may require, at its expense, Contractor to perform additional audits and tests, the results of which will be provided promptly to Longwood. In the event that the Contractor has not had security audits performed of systems that are used in any way to deliver services under the contract, Longwood reserves the right to have their own auditors perform on site audits of Contractor's operations at Contractor's expense.

7. **Data Authenticity and Integrity**

Contractor will take reasonable measures, including audit trails, to protect Longwood data against deterioration or degradation of data quality and authenticity. The Contractor shall be responsible for ensuring that Longwood 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."

8. **Security Breach Response**

- a. Immediately upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of Longwood data, Contractor will notify Longwood, fully investigate the incident, and cooperate fully with Longwood's investigation of and response to the incident. Except as otherwise required by law, Contractor 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 Longwood.

- b. Notwithstanding any other provision of the contract, and in addition to any other remedies available to Longwood under law or equity, Contractor will reimburse Longwood in full for all costs incurred by Longwood 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.

9. **Response to Legal Orders, Demands or Requests for Data**

1. Except as otherwise expressly prohibited by law, Contractor will:
 - immediately notify Longwood of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking Longwood data;
 - consult with Longwood regarding its response;
 - cooperate with Longwood's reasonable requests in connection with efforts by Longwood to intervene and quash or modify the legal order, demand or request; and
 - upon Longwood's request, provide Longwood with a copy of its response.
2. If Longwood receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking Longwood data maintained by the Contractor, Longwood will promptly provide a copy to the Contractor. Contractor will promptly supply Longwood with copies of data required for Longwood to respond, and will cooperate with Longwood's reasonable requests in connection with its response.

10. **Data Transfer Upon Termination or Expiration**

1. In the event that the University requests sanitization of its data, Selected Firm/Vendor agrees to Sanitize all data in its possession and in the possession of any subcontractors or agents to which the Selected Firm/Vendor might have transferred University data. The Selected Firm/Vendor agrees to provide documentation of data sanitization to the University.
2. Selected Firm/Vendor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

10. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in multiple purchase orders with the eVA transaction fee specified below assessed for each order.
- a. For orders issued July 1, 2011 thru December 31, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
 - b. For orders issued January 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

11. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
12. **EXCESSIVE DOWNTIME:** Equipment or software furnished under the contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than 24 hours, the contractor agrees to pro-rate maintenance charges to account for each full day of inoperability. The period of inoperability shall commence upon initial notification. In the event the equipment or software remains inoperable for more than two (2) consecutive calendar days, the contractor shall promptly replace the equipment or software at no charge upon request of the procuring agency. Such replacement shall be with new, unused product(s)

of comparable quality, and must be installed and operational within two (2) days following the request for replacement.

13. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	<u>9/22/2015</u>	<u>2:00 p.m.</u>
Name of Offeror	Due Date	Time
_____	<u>LU214-16-004</u>	_____
Street or Box Number	RFP No.	
_____	Enterprise Content	
City, State, Zip Code	<u>Management (ECM) Solution</u>	
	RFP Title	

Name of Purchasing Officer Cathryn B. Mobley, Director of Financial Operations and Materiel Management

14. **LATE PROPOSALS:** To be considered, proposals must be received at the specific office location specified in this solicitation on or before the date and time designated in this solicitation. Offerors are responsible for the delivery of the proposal and if using U.S. Mail or a delivery service, should ensure that the proposal is addressed properly (see 9 above). The Purchasing Department will contact the Offeror to arrange for pick up or destruction of the late proposal. The official time used in receipt of proposals shall be the time on the automatic time stamp machine of Longwood’s Purchasing office, address and location on cover page of solicitation.
15. **LATEST SOFTWARE VERSION:** Any software product(s) provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.
16. **LIMITATION OF USE:** The Commonwealth’s right to use computer software developed entirely at private expense may be limited by the contractor as stipulated in this contract. Notwithstanding any provision to the contrary however, the Commonwealth shall have at a minimum: unlimited use of the software on the equipment for which it is purchased; use of the software on a secondary system for backup purposes should the primary system become unavailable, malfunction, or is otherwise rendered inoperable; use of the software at another Commonwealth site should the system be entirely transferred to that location; the right to make a backup copy for safekeeping; the right to modify or combine the software with other programs or materials at the Commonwealth’s risk; and the right to reproduce any and all documentation provided such reproduction is for the sole use of the Commonwealth. These rights are perpetual and irrevocable; in the event of any actual or alleged breach by the Commonwealth, the contractor’s sole remedy shall be to pursue a monetary claim in accordance with § 2.2-4363 of the *Code of Virginia*.
17. **MAINTENANCE:** Upon expiration of the specified warranty period and at the Commonwealth’s option, the contractor shall provide up to four (4) additional one-year periods of on-site maintenance (including labor, parts, and travel) at the prices set forth in the pricing schedule. Maintenance shall not include external electrical work, providing supplies, and adding or removing accessories not provided for in the contract. Maintenance shall also not include repairs of damage resulting from: acts of God, transportation between state locations, negligence by state personnel, or other causes not related to ordinary use in the production environment in

which installed. Each successive year of maintenance may be ordered by the Commonwealth in writing at least ninety (90) days prior to expiration of the existing maintenance period.

18. **NONVISUAL ACCESS TO TECHNOLOGY:** All information technology which, pursuant to this agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this agreement:

- (i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
- (ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the technology interacts;
- (iii) Nonvisual Access Technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
- (iv) the Technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software or peripheral devices used for nonvisual 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 shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

19. **OPTIONAL PRE-PROPOSAL CONFERENCE:** An optional pre-proposal conference will be held at 1:30 p.m. on Thursday, September 10, 2015 in Bristow Hall, Room 211 on the Longwood University campus in Farmville, VA. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Please bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation, if necessary.

20. **OWNERSHIP OF PRINTING MATERIALS:** All artwork, camera-ready copy, negative, dies, photos, and similar materials used to produce a printing job shall become the property of the

Commonwealth. Any furnished materials shall remain the property of the Commonwealth. All such items and materials shall be delivered to the ordering agency in usable condition after completion of the work, and prior to submission of the invoice for payment.

21. **PAYMENT CARAD INDUSTRY DATA SECURITY STANDARDS (PCI-DSS) COMPLIANCE:** Longwood University requires that the contractor shall at all times maintain compliance with the most current PCI-DSS. The contractor will be required to provide written confirmation of compliance. Contractor acknowledges responsibility for the security of cardholder data as defined within the PCI-DSS. Contractor acknowledges and agrees that cardholder data may only be used for completing the contracted services as described in the full text of this document, or as required by the PCI-DSS, or as required by applicable law. In the event of a breach or intrusion or otherwise unauthorized access to cardholder data stored at or for the contractor, contractor shall immediately notify Financial Operations at 434-395-2416, Farmville, VA 23909, to allow the proper PCI-DSS compliant breach notification process to commence. The contractor shall provide appropriate payment card companies, acquiring financial institutions and their respective designees access to the contractor's facilities and all pertinent records to conduct a review of the contractor's compliance with the PCI-DSS requirements.

In the event of a breach or intrusion the contractor acknowledges any/all costs related to breach or intrusion or unauthorized access to cardholder data entrusted to the contractor deemed to be the fault of the contractor shall be the liability of the contractor. Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the Commonwealth of Virginia, Longwood University and its officers and employees from and against any claims, damages or other harm related to such breach.

The contractor shall provide to Longwood University an Attestation of Scanned Compliance (AOSC) quarterly and an Attestation of Compliance (AOC) annually, as applicable within ten (10) business days upon request at no cost to the University.

Contractor agrees that the University may terminate the Agreement immediately without penalty upon notice to the contractor in the event the contractor fails to maintain compliance with the PCI-DSS or fails to maintain the confidentiality or integrity of any cardholder data, or requires processing procedures that prevent Longwood University from maintaining its PCI-DSS Compliance.

22. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
23. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be binding on the offeror for (90) calendar days following the proposal due date. Any proposal on which the offeror shortens the acceptance period may be rejected. At the end of the (90) days, the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
24. **REFERENCES:** Offerors shall provide four (4) colleges or universities where similar goods and/or services have been provided. An Offeror Data Sheet is provided as Attachment C and must be completed and returned with your proposal.

25. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for four (4) successive one (1) year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
26. **RFP DEBRIEFING:** In accordance with §49 of the *Governing Rules*, Longwood is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. However, upon request, we will provide a scoring summary, the award justification memo from the evaluation committee and brief, general comments submitted by evaluation committee members. Formal debriefings are generally not offered.
27. **SOFTWARE UPGRADES:** The Commonwealth shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the Commonwealth's current version and the price the contractor sells or licenses the upgraded software under similar circumstances.
28. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**
- A. It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a DSBSD-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
- B. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
- C. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DSBSD-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name

of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

29. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price. These discounts shall also be extended to any public body, public or private health or educational institutions, or affiliated corporations accessing the contract (reference Special Terms and Conditions 6).
30. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
31. **THIRD PARTY ACQUISITION OF SOFTWARE:** The contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the contractor shall obtain, for the Commonwealth's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.
32. **TITLE TO SOFTWARE:** By submitting a bid or proposal, the bidder or offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.
33. **WARRANTY AGAINST SHUTDOWN DEVICES:** The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.
- XI. **METHOD OF PAYMENT:** Longwood will authorize payment to the contractor after receiving satisfactory service and receipt of the contractor's correct invoice for services rendered.

Offer shall describe how Longwood will be invoiced. Invoices shall include the contract number and purchase order number. Invoices must correspond with contract prices. Unless specified otherwise in a purchase order change form or a contract modification agreement, invoices shall be sent to the following address:

Longwood University
Accounting and Financial Reporting
201 High Street, Lancaster 215A
Farmville, Virginia 23909

XII. **PRICING SCHEDULE:**

1. Product Licensing

List all pricing options.

2. Professional and Support Services

Provide costs for service and support programs.

3. Training

List all required and recommended classes and cost.

XIII. **ATTACHMENTS:**

A – WRITTEN PRE-PROPOSAL QUESTION FORM

B – SMALL BUSINESS SUBCONTRACTING PLAN

C – OFFEROR DATA SHEET

D – THIRD-PARTY NON-DISCLOSURE AGREEMENT

ATTACHMENT B – SMALL BUSINESS SUBCONTRACTING PLAN

Definitions

DSBSD: Department of Small Business and Supplier Diversity.

Small Business: “Small Business” means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DSBSD-certified women- and minority-owned businesses when they have received DSBSD small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by DSBSD by the due date of the solicitation to participate in the SWaM program. Certification applications are available through DSBSD online at www.dmbv.virginia.gov (Customer Service).

Offeror’s Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by DSBSD as a small business, complete only Section A of this form. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business in this section. Points will be assigned based on each offeror’s proposed subcontracting expenditures with DSBSD-certified small businesses for the initial contract period as indicated in Section B in relation to the offeror’s total price.

Section A

If your firm is certified by DSBSD, are you certified as a **(check only one below)**:

_____ Small Business	Certification Number: _____
_____ Small and Women-owned Business	
_____ Small and Minority-owned Business	Certification Date: _____

ATTACHMENT C – OFFEROR DATA SHEET (TO BE COMPLETED BY OFFEROR AND RETURNED WITH PROPOSAL)

A. **Qualification of Offeror:** The Offeror must have the capability and capacity in all respects to fully satisfy all of the contractual requirements. Indicate your company’s ownership, history, size, strategic partners and length of time you have been in business providing the goods/services required herein.

B. **References:** List four (4) colleges or universities for whom you have provided this type of goods/services that Longwood has your permission to contact. For each reference, provide a brief description of the implementation including:

- a. Offices installed;
- b. Approximate number of users (specify web client, rich client, or desktop full client) in each office;
- c. ECM modules in use in each office;
- d. Workflows in use in each office or institution wide; and
- e. Names and contact information for a functional and technical reference.

1. _____ Date(s) of Service _____
 College/University

 Address

 Functional Contact Phone Number

 Email

 Technical Contact Phone Number

 Email Address

2. _____ Date(s) of Service _____
 College/University

 Address

 Functional Contact Phone Number

 Email

 Technical Contact Phone Number

 Email Address

3. _____
College/University Date(s) of Service

Address

Functional Contact Phone Number

Email

Technical Contact Phone Number

Email Address

4. _____
College/University Date(s) of Service

Address

Functional Contact Phone Number

Email

Technical Contact Phone Number

Email Address

ATTACHMENT D – LONGWOOD UNIVERSITY THIRD-PARTY NON-DISCLOSURE AGREEMENT

CONFIDENTIALITY OF AGENCY INFORMATION:

1. Contractor shall take all precautions and measures necessary to ensure the integrity, nondisclosure, confidentiality and protection of all data and information obtained from Longwood University or derived therefrom, including but not limited to all original reporting forms and data in any other form.
2. Prior to the commencement of any work Longwood University, the contractor shall declare in writing that he or she understands that all data and information obtained from Longwood University or derived therefrom is sensitive and will be held in the strictest confidence by Contractor, its officers, directors, agents, and employees and that Contractor, its officers, directors, agents, and employees shall be governed by, and comply with, Federal and State laws prohibiting the disclosure of information obtained or compiled during the course of their work for Longwood University.
3. All information obtained and work performed under this agreement and the Contractor's Longwood University contract/order is considered sensitive, requires use of sensitive and personal data and information and falls under one or more categories of information that is subject to protection from disclosure and misuse, including but not limited to: personal information and highly restricted personal information in connection with motor vehicle records under the Federal Drivers Privacy Protection Act, 18 USC 2721 *et seq.*, law enforcement sensitive data and information, the Privacy Act of 1974, 5 U.S.C. § 552a *et seq.*, the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g *et seq.* (FERPA), personal, vehicle and driver information as defined under and governed by Va. Code § 46.2-208 *et seq.* and personal information as defined under and governed by the Government Data Collection and Dissemination Practices Act, Va. Code § 2.2-3800 *et seq.*
4. All source materials/data/information and resultant work products compiled or created and any information or portion of information derived therefrom are the property of Longwood University and must not be used by the contractor for any purpose other than the purpose outlined by the contract/order and this agreement.
5. Neither Contractor, nor its officers, directors, agents, or employees shall divulge, sell, or distribute any information obtained from Longwood University or derived therefrom at any point in time, even after termination or expiration of a contract/order, except as may otherwise be required by law.
6. If Longwood University has released education records to the Contractor pursuant to FERPA, then Contractor and its authorized representatives specifically agree to protect the records in a manner that does not permit the disclosure of personally identifiable information of individuals to third parties; and Contractor shall destroy such records when they are no longer needed for the purpose for which they were released.
7. Except as specifically authorized by the contract/order, Contractor, its officers, directors, agents, and employees are prohibited from reproducing Longwood University source media, written products, or any portion thereof.
8. The contractor shall notify each of its officers, directors, agents, and employees having access to Longwood University information that such information may be used only for the purpose and to the extent authorized in this contract.
9. Contractor agrees to comply with the applicable requirements from the current version of the ISO/IEC 27002 standard.

10. Contractor agrees to comply with all applicable federal and state statutes, rules and regulations and understands that disclosure of any information, by any means, for a purpose or to an extent unauthorized herein, shall be grounds for immediate termination of the contract/order and this agreement, and may subject the offender to criminal and civil sanctions.
11. Contractor shall indemnify, defend, and hold harmless the Commonwealth, the Virginia and Longwood University, its officers, directors, employees and agents from and against all losses, liabilities, damages and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), incurred in connection with any action or proceeding arising directly or indirectly from unauthorized use or disclosure by Contractor, its agents, directors, officers or employees, of any data or information obtained from Longwood University pursuant to this agreement, or derived therefrom.
12. Contractor shall disclose to Longwood University any breach of the security of the system following discovery that unencrypted Longwood University personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure must be made in the most expedient time possible and without unreasonable delay.