

MISSISSIPPI UNIVERSITY FOR WOMEN

Request for Proposals (RFP) 21-008

Document Management Solution for Mississippi University for Women

ISSUE DATE: March 8, 2021

ISSUING AGENCY: Office of Resources Management
Mississippi University for Women
1100 College Street
Columbus, MS 39701

Sealed Proposals, subject to the conditions made a part hereof, will be received April 21, 2021 at 2:00 PM in the MUW Office of Resources Management, same address above, for furnishing services and potentially, optional services as described herein.

IMPORTANT NOTE: Indicate firm name, and RFP number on the front of each sealed proposal envelope or package.

All inquiries concerning this RFP should be directed to:

Angie Atkins
Office of Resources Management (Same address above)
asatkins@muw.edu

- A. Any addendum associated with this RFP will be posted at <https://www.muw.edu/resources/purchasing/bids> located under RFP 21-008
- B. Note 2: It is the respondent's responsibility to assure that all addenda have been reviewed and if applicable, signed and returned.

I. UNIVERSITY OVERVIEW

Mississippi University for Women (MUW) is a publicly supported institution of higher education and is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award bachelors, masters, and doctoral degrees. The University operates on the semester system with the fall semester beginning in August and ending before Christmas. The spring semester begins in January and ends in May. The total enrollment is over 2,700. The University offers undergraduate and graduate programs of study leading to degrees in the Colleges of Arts and Sciences, College of Business and Professional Studies, College of Nursing and Health Sciences, and the School of Education.

Additional information about MUW can be found at our website www.muw.edu.

II. PURPOSE OF THE REQUEST FOR PROPOSAL

A. Statement of Need

Mississippi University for Women is requesting proposals for a cloud-based Document Management Solution (DMS). The University is seeking a solution that will allow import of documents for storage from multiple areas, i.e., thru a scanner, network drives & emails. The DMS needs to be able to index documents several different ways, i.e., by ID number, alphabetically, document type, etc. It also needs to be able to pull information from our ERP (Ellucian's Banner) system in the DMS and be able to push data from the DMS to the University ERP system. The DMS needs to be capable of having multiple departments be able to view the same document while maintaining our data security standards and integrity. Workflows, approval tracks, document retention and ease of use are also important.

The key benefits the University anticipates from such a service include:

Reducing physical "paper trails" and securing the information contained in documents

The amount of personal information and data that resides on paper is a great security risk to any business or institution. Mississippi University for Women would like to greatly decrease this security risk by using a DMS that would alleviate the amount of paper documents stored in filing cabinets and on desks.

Ability to feed in Mississippi University for Women's ERP system – Ellucian's Banner

The DMS needs to be able to talk back and forth as well as integrate directly with Banner.

Ability to have a smooth flow of data between departments

Many University departments need to see the same documents at the same time, but for different reasons. The DMS should be able to support at least 150 concurrent users and have the ability for users to approve, suggest edits, and then pass the document on to the next department in a smooth and easy fashion.

Ability to provide a secure repository of sensitive information

The DMS needs to provide a secure environment to protect university data following all applicable federal and state laws.

By implementing an Enterprise Document Management Solution, Mississippi University for Women will be taking another step towards streamlining University processes, securing student, staff and faculty data, and improving efficiency of the University as a whole.

B. Service/Product Requested

Mississippi University for Women requests proposals for an Enterprise Document Management Solution. Proposals should address the following system requirements (more detail to follow in the "Requirements" section under "Proposal Submission" below):

- Scanning / Input
- Indexing / Searching
- Document Viewer Functionality
- Workflow / Approval Tracks
- Printing / Faxing / Output
- Reporting
- Retention Management
- Security
- Server / System Administration
- Ellucian Banner Integration

III. INQUIRIES ABOUT RFP

Bidders are not permitted to communicate with University staff regarding this solicitation during the time period between the Request for Proposal issue date and the announcements of awards, except during:

- Prospective respondents may make written inquiries concerning this request for proposal during the “Questions from Vendor” timeframe to obtain clarification of requirements and only to Angie Atkins via electronic email at asatkins@muw.edu. Responses to these inquiries may be made by addendum to the Request for Proposal (RFP). All inquiries should be marked “URGENT INQUIRY. MUW RFP # 21-008
- Oral presentations or demonstrations, if conducted

IV. ADDENDUM OR SUPPLEMENT TO RFP

In the event it becomes necessary to revise any part of this RFP, an addendum to this RFP will be provided to each respondent who received the original RFP. Respondents shall not rely on any other interpretations, changes or corrections.

V. ADMINISTRATIVE INFORMATION

- A. Due Date – April 21, 2021 at 2:00 PM in the MUW Office of Resources Management, same address above

All materials must be submitted to:

Resources Management
 Mississippi University for Women
 1100 College Street
 Columbus, MS 39701

B. Schedule of Critical Dates

The following dates are for planning purposes only unless otherwise stated in this RFP progress towards their completion is at the sole discretion of the university.

RFP Posted	March 8, 2021
Questions from Vendors Due	March 18, 2021
MUW Q&A Response Due	April 9, 2021
Proposal Submission Deadline – 2:00 p.m. CST	April 21, 2021
Presentations	April 28-30, 2021
Award Date (Estimated Target)	May 4, 2021
Contract Effective Date (Estimated)	June 21, 2021

The proposal package must be received on or before 2:00 p.m. on April 21, 2021. It is the responsibility of the respondent to ensure that the proposal package arrives in the Resources Management office on-time. The proposal package should be delivered or sent by mail to:

Resources Management
Mississippi University for Women
1100 College Street
Columbus, MS 39701

Your response must include the signature page included in this RFP (See Appendix A) and contain the signature of an authorized representative of the respondent's organization. The signature on the "Original" signature page should be in blue ink

MUW reserves the right to reject any and all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items bid if deemed in the best interest of the University to do so.

Proposals received after the stated due date and time will be returned unopened. Submission via facsimile or other electronic means will not be accepted.

VI. PROPOSAL SUBMISSION

This is a two-step RFP process. The technical proposals and the cost proposals are to be submitted in separate sealed envelopes. All proposals must be submitted physically.

Technical Proposal – MUW requests ONE (1) original proposal and FOUR (4) copies in addition to ONE (1) thumb drive / electronic copy to be included. All packages must be clearly marked on the outside with "RFP 21-008" and the Proposer's name and address. Each submitted package should be a complete copy. The original shall be marked on the first page "Original".

Cost Proposal – One (1) original and FOUR (4) copies in addition to ONE (1) electronic copy (of the complete cost proposal in one pdf file on a flash drive). Should be sealed in a package

with “Cost Proposal” in the lower left hand corner. Each submitted package should be a complete copy. The original shall be marked on the first page “Original”.

Award of the contract resulting from this RFP will be based upon requirements set forth in this RFP. Selection of vendor(s) will be at the discretion of the University and will be based on the proposal that the University deems to be the most responsive and serves the best interests of the University in terms of:

- Cost
- Functionality
- Vendor stability
- Vendor ability to meet the schedule of events, timeframe and references

VII. TECHNICAL PROPOSAL CONTENTS:

At a minimum, the following items should be included in the contents of the Technical Proposal:

- A. COVER LETTER, indicating the scope of the proposal. The letter should include an overview of the services being offered. The letter should include a statement of exceptions to any of the terms and conditions outlined in this RFP. (Cover letter should be no more than 3 pages in length.)
- B. CORPORATE STRUCTURE AND CREDENTIALS
 - a. Number of years of experience
 - b. Staffing levels and support proposed
 - c. Examples of similar previous work
 - d. References from Higher Education
- C. SCOPE, APPROACH, AND METHODOLOGY

This section should include a description of each major type of work being requested of the Vendor. The proposal should reflect each of the sections listed:

- Hardware and software requirements (if applicable)
- Alliance/partnerships, if applicable, with other Vendors
- Project implementation plan with timeline
- Hosting information (if applicable)
- Information on where documents will be stored and security precautions
- Define level and availability of customer service
- Past / future schedule of updates
- Downtime information for updates
- Limitations of number of documents that can be stored
- List of available training
- Tools to monitor integrity of document repository

D. SYSTEM REQUIREMENTS

This section identifies key functional requirements as well as desired functionality. This list should not be viewed as all-inclusive and the RFP decision may include criteria not explicitly defined in this section.

- Items identified in **bold type** indicate **required** functionality
- Items in regular type indicate desired functionality

Please provide documentation on how your proposed solution meets the following needs:

Scanning / Input

- **Need to be able to import a wide range of document types**
- **Need to be able to import documents in the DMS by scanning**
- **Need to be able to import documents in the DMS from network drives**
- **Need to be able to import emails (email and attachments) in the DMS**
- Batch scanning capabilities
- Support for a full range of scanners
- Support for deletion of blank pages during scanning

Indexing / Searching

- **Ability to index document various ways, i.e. ID number, alphabetically, year & term, etc.**
- **Ability to distribute indexing process among workstations and locations**
- **Ability to search by title, ID, classification, etc. Or any user defined index value**
- **Search by one or many criteria**
- **Search using a wildcard**
- **Ability to retrieve only documents for which user has access**
- Automatic indexing at time of input
- Ability to index a document the 'same as the previous document'
- Ability to store documents in native format
- Allow document versioning with check-in/check-out capabilities
- Search metadata as well as actual content of the document
- Keep previous document search available for subsequent searches

Document Viewer Functionality

- **Be able to open documents in native format**
- **Ability to merge documents and extract pages**
- **Redaction with option to password protect**
- **Ability to rotate documents in view and save the rotated view**
- **Perform common operations such as re-index, copy, email, export, and print**
- Ability to display documents side-by-side with SIS records
- Ability to import audio files and launch media viewers for retrieval
- Provide a comprehensive set of annotation tools including stamps, sticky notes, & highlighter

Workflow / Approval Tracks

- **Ability to easily move documents between users and departments**
- **Email notifications when user receives a document to view**
- **Ability to approve / deny documents**
- **Electronic signature capabilities**
- **Workflow creates an audit trail**
- **Automatic event notification via email**
- **Workflow can automatically start when a document is added**

Printing / Faxing / Output

- **Print to any print device within a platform's standard desktop / network printing environment**
- **Ability to print documents with or without all annotations or only visible annotations**
- **Control printing permissions through application security**
- **Ability to attach documents to outgoing email**
- **Ability to fax a document out of the document viewer**

Reporting

- **User friendly report writing**
- **Reports can be run from the DMS**
- **Unlimited output lines on reports**
- **Ability to add retrieval arguments to reports**

Retention Management

- **Ability to define retention parameters**
- **Ability to remove documents automatically based on retention parameters**
- **Create a document audit log**
- **Ability to recover deleted documents**

Security

- **Encrypted communication between server and clients**
- **Option for Secure Socket Layer (SSL) encryption**
- **Comprehensive designation of system privileges by user and group**
- **Ability to assign permission by document type**
- **Single-Sign-On Active Directory Authentication using CAS or SAML Protocols**
- **Automatic user log-off due to inactivity**
- **Ability to copy user and group privileges to simplify security configuration**

Server / System Administration

- **Ability to disable user accounts without deleting them**
- **Monitor license availability and usage from administrative interface**
- **View real-time list of logged-on clients, with information about server instance, server host, IP address, and time connected**
- **Web browser and desktop client interface**

- **Microsoft Office Integration**
- **Server logs viewable thru DMS for ease of troubleshooting**
- **Capable of moving administration setups between environments**
- **OS must be Windows 2008 or higher**
- **Desktop interface client needs to be Windows 7 Pro or higher**
- Preference is for a cloud-based solution

Banner's Ellucian Integration & Customization

- **Ellucian partner**
- **Seamless integration with Banner**

E. SECURITY AND COMPLIANCE

- (1) Provide a statement stating whether your company is compliant with FERPA and GLBA requirements.
- (2) Provide a completed Higher Education Cloud Vendor Assessment Tool (HECVAT) (lite version available at: <https://www.ren-isac.net/public-resources/hecvat.html>).

VIII. COST PROPOSAL

- A. Fees for initial purchase of required hardware or software (including all preparation, installation, rollout, training and first year maintenance and support)
- B. Required Annual Maintenance Costs after initial purchase. This includes software, hardware, transaction fees, etc.
- C. Optional fee schedule

IX. DISCUSSIONS/EVALUATION CRITERIA/AWARD PROCESS

- A. MUW reserves the right to conduct discussions with any or all respondents, or to make an award of a contract without such discussions based only on evaluation of the written proposals. MUW reserves the right to contact and interview anyone connected with any past or present projects with which the respondent has been associated. MUW likewise reserves the right to designate a review committee to evaluate the proposals according to the criteria set forth under this section. MUW may make a written determination showing the basis upon which the award was made and such determination shall be included in the procurement file.
- B. MUW reserves the right to award this contract in whole or in part depending on what is in the best interest of MUW with MUW being the sole judge thereof.
- C. The evaluation factors set forth in this section are described as follows:
 - i. The Vendor's ability to deliver an application meeting the overall objectives and functions described in the RFP

- ii. Vendor's partnership with Ellucian Banner
- iii. Competitive fees
- iv. Availability and access to technical support
- v. Vendor's experience providing DMS for other institutions of higher education
- vi. Compliance with applicable State and Federal laws and regulations

- D. The committee may invite finalists for interviews and/or presentations
- E. Failure to attend a requested interview presentation before the committee may result in a proposal not being considered.
- F. Upon award of contract(s), successful respondent(s) will be asked to provide an implementation plan and timeline and obtain MUW's input and concurrence before moving forward.
- G. Proposals will be scored based on the following weights (100 points total):

- Corporate Structure/Years of Experience/References – 20 pts
- Operation Plan/Ease of Use/Services Offered – 30 pts
- Fees and other Projected Financial Impact to MUW 50 pts.

X. TWO-PHASE, BEST AND FINAL OFFER

- A. If the initial proposals do not provide MUW with a clear and convincing solution, or if MUW feels it is appropriate to offer the potential providers an opportunity to submit revised proposals, MUW reserves the right to use a two-phase approach and/or invite Best and Final Offers (BAFO). Based on the information obtained through the proposal submittals (Phase-One), MUW may choose a specific business model, and potential providers may be asked to submit revised proposals based upon that specific model.
- B. The evaluation committee may develop, for distribution to the top-ranked firms, refined written terms with specific information on what is being requested as a result of information obtained through initial RFP submittal process. Proposers may be asked to reduce cost or provide additional clarification to specific sections of the RFP. Selected proposers are not required to submit a BAFO and may submit a written response notifying the solicitation evaluation committee that their response remains as originally submitted.

XI. TERM OF CONTRACT

- A. It is MUW's intention to enter into a five (5) year contract beginning upon receipt of all required approvals (estimated July 1, 2021).
- B. MUW reserves the right to terminate this agreement with thirty (30) days notice, by the Director of Resources Management via certified mail to the address listed on the signature page of this RFP (See Appendix A) if any of the terms of the proposal and/or

contract are violated.

- C. In the event the contractor fails to carry out and comply with any of the conditions and agreements to be performed under the specifications, MUW will notify the contractor, in writing, of such failure or default. In the event the necessary corrective action has not been completed within a ten (10) day period, the contractor must submit, in writing, why such corrective action has not been performed. The University reserves the right to determine whether or not such noncompliance may be construed as a failure of performance of the contractor.
- D. Termination of contract by contractor without cause can only occur with at least one- hundred and twenty (120) days notice prior to the proposed termination of the contract.
- E. In the event MUW employs attorneys or incurs other expenses it considers necessary to protect or enforce its rights under this contract, the contractor agrees to pay the attorney's fees and expenses so incurred by MUW.

XII. ACCEPTANCE TIME

- A. Proposal shall be valid for one-hundred and eighty (180) days following the proposal due date.

XIII. RFP CANCELLATION

- A. This RFP in no manner obligates MUW to the eventual purchase of any services described, implied or which may be proposed until confirmed by a written contract. Progress towards this end is solely at the discretion of MUW and may be terminated without penalty or obligations at any time prior to the signing of a contract. MUW reserves the right to cancel this RFP at any time, for any reason, and to reject any or all proposals or any parts thereof.

XIV. INDEPENDENT CONTRACTOR CLAUSE

- A. The contractor shall acknowledge that an independent contractor relationship is established and that the employees of the contractor are not, nor shall they be deemed employees of MUW and that employees of MUW are not, nor shall they be deemed employees of the contractor.

XV. OTHER CONTRACT REQUIREMENTS

- A. Award Terms: This contract shall be awarded at the discretion of the University based on the capabilities and overall reputation of the Supplier, as well as the cost. Acceptance shall be confirmed by the issuance of a contract from the University.
- B. University Addendum: The awarded contractor(s) will be expected to enter into a contract that is in substantial compliance with MUW adhering to the State of Mississippi laws and regulations. See Appendix B.

- C. Information Security: The contract must include the Information Security provision outlined in Appendix C
- D. Piggy Back Clause: The state requests the right to use the results of this RFP in future projects. Please see Appendix D for contract language to include.
- E. The Procurement Process: The following is a general description of the process by which a firm will be selected to fulfill this Request for Proposal.
- i. Request for Proposals (RFP) is issued to prospective suppliers.
 - ii. A deadline for written questions is set.
 - iii. Proposals will be received as set forth in Section VI
 - iv. Unsigned proposals will not be considered (APPENDIX A).
 - v. All proposals must be received by MUW no later than the date and time specified on the cover sheet of this RFP.
 - vi. At that date and time the package containing the proposals from each responding firm will be opened publicly and the name of each respondent will be announced.
 - vii. Proposal evaluation: The University will review each proposal.
 - viii. At their option, the evaluators may request oral presentations or discussions for the purpose of clarification or to amplify the materials presented in the proposal
 - ix. Respondents are cautioned that this is a request for proposals, not a request to contract, and the MUW reserves the unqualified right to reject any and all proposals when such rejection is deemed to be in the best interest of the University.
 - x. The proposals will be evaluated according to the criteria set forth in Section IX.

APPENDIX A: SIGNATURE PAGE

Provide information requested, affix signature and return this page with your proposal:

NAME OF FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____

AREA CODE/NUMBER

FACSIMILE NUMBER: _____

AREA CODE/NUMBER

E-MAIL ADDRESS: _____

AUTHORIZED

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

APPENDIX B: UNIVERSITY ADDENDUM

MANDATORY ADDENDUM TO
ALL MISSISSIPPI UNIVERSITY FOR WOMEN CONTRACTS

January 2019 Edition

Notwithstanding any provision to the contrary contained in any contract in which Mississippi University for Women (MUW) is a party, MUW does not waive any rights, benefits or prohibitions that may be provided under any applicable law. Every provision to the contrary in any contract to which MUW is a party is void and deleted. The following is a non-exhaustive list of provisions that shall be exceptions to any contrary provision in any contract to which MUW is a party:

1. MUW does not indemnify or hold harmless any party.
2. MUW does not make any warranty.
3. MUW does not waive any claim, present, past or future.
4. MUW does not waive its sovereign immunity. Mississippi University for Women shall only be responsible for liability resulting from the actions/inactions of its officers, agents, and employees acting within the course and scope of their official duties.
5. MUW does not waive its Eleventh Amendment immunity under the United States Constitution.
6. The law applicable to this contract shall be the laws of the State of Mississippi. The choice of law doctrine shall not be used to apply the laws of another state. The forum through which to attempt to pursue claims arising under this contract is the State of Mississippi state court system and no other.
7. Contractual provisions for actions or results that are inconsistent with or in violation of the policies of Mississippi University for Women or the State of Mississippi Board of Trustees of State Institutions of Higher Learning, or both, are deleted.
8. MUW does not agree to a factual description of the current interpretation of the law.
9. MUW does not assign its interest in penalties, such as liquidated damages, to the non-MUW party.
10. MUW does not limit the liability of a non-MUW party for negligence or intentional or reckless torts.
11. MUW does not limit the liability of any non-MUW party to the amount of the contract or to any other set amount.
12. MUW does not exclude any non-MUW party's warranties of merchantability and fitness for a particular use or any common law warranties to which MUW is entitled.
13. MUW does not waive any type or category of damages.
14. MUW does not agree that another party may prosecute or defend legal actions in the name of MUW

unless the provision also conditions the prosecution of such actions on receipt by the party desiring to proceed in the name of MUW with the requirement that such authority may only be allowed if the advance, written approval of the Attorney General of the State of Mississippi is obtained on a case-by-case basis.

15. MUW does not agree to pay extra compensation, fees, or allowances after service is rendered or a contract made, or for any payment not authorized by law.
16. MUW does not agree to any provisions in which the credit of the State of Mississippi is pledged or loaned in aid of any person, association, or corporation.
17. Provisions that limit the time frame for MUW to pursue legal actions are deleted.
18. MUW does not agree to submit to binding arbitration.
19. MUW does not agree to pay any party any amount as compensation for MUW employing the other party's employees.
20. MUW will make payments for all amounts owed under this agreement no later than forty-five (45) days after receipt of the invoice and receipt, inspection and approval of the goods or services in accordance with Miss. Code Ann. § 31-7-305.
21. The contracting parties are on notice that MUW is a public entity of the State of Mississippi and that all parties that wish to conduct business with MUW are obligated to verify through their own legal counsel, not through MUW officials, and through public laws and regulations whether MUW has the authority to enter such a contract, whether the provisions of the contract are enforceable as to MUW, and whether the MUW official executing the contract has the authority so to do.
22. The contracting parties are on notice that MUW is subject to the Mississippi Public Records Act, Miss. Code Ann. § 25-6-1, *et seq.* No party to this agreement shall be liable to the other party for disclosures of information required by court order or required by law.
23. It is expressly understood and agreed that the obligation of MUW to proceed under this agreement is conditioned upon the availability and receipt of funds by MUW to specifically perform the obligations set forth for MUW under the agreement.
24. In compliance with the Mississippi Transparency and Accountability Act, all payments made by MUW may be posted on a public website beginning on July 1, 2012. The information posted will include the date of payment, vendor name, vendor's city and state, and the payment amount. The release of this information supersedes any applicable non-disclosure or confidentiality obligations of MUW.
25. Any Contractor/Seller of MUW shall ensure compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, *et seq.* to -3, and shall register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller shall maintain records of such compliance and, upon request of the State and approval of the Social Security

Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Any person assigned by a Contractor/Seller to perform services for MUW shall meet the employment eligibility requirements of all immigration laws of the State of Mississippi. Any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one year, or (c) both. In the event of termination/cancellation, Contractor/Seller may also be liable for any additional costs incurred by MUW or the State due to contract cancellation or loss of license or permit.

26. Contractor recognizes that MUW, as a state agency of the State of Mississippi, enters into a contract only to the extent authorized by Mississippi law, including the opinions of the Mississippi Attorney General. Any provision of a contract that is not authorized or inconsistent with Mississippi law, including the opinions of the Mississippi Attorney General, is deleted.
27. This Addendum complies with the provision that amendments to the contract must be in writing and approved by both parties, and the Addendum is expressly incorporated in the contract.

Agreed: _____
Name

Date: _____

Title

On behalf of Mississippi University for Women:

Agreed: _____
Name

Date: _____

Vice President for Administration/Chief Financial Officer
Title

APPENDIX C: INFORMATION SECURITY PROVISION

Information Security. Vendor shall be responsible for establishing and maintaining an information security program that is designed to (i) ensure the security and confidentiality of data transmitted by UNIVERSITY to Vendor or data otherwise obtained by Vendor from or about UNIVERSITY (“UNIVERSITY Data”), (ii) protect against any anticipated threats or hazards to the security or integrity of UNIVERSITY Data, and (iii) protect against unauthorized access to or use of UNIVERSITY Data that could result in substantial harm or inconvenience to UNIVERSITY or any of its stakeholders. Vendor shall establish, employ and at all times maintain physical, technical and administrative security safeguards and procedures sufficient to prevent any unauthorized processing of and/or use, access, alteration, disclosure, erasure, copying, exhibition, transmission, or destruction of UNIVERSITY Data while such information is in Vendor’s possession or control and will ensure that such information is not processed in other ways contradictory to privacy and/or data protection laws. Vendor will maintain sufficient procedures to detect and respond to security breaches involving UNIVERSITY Data and will inform UNIVERSITY immediately when it suspects or learns of malicious activity involving UNIVERSITY Data, including an estimate of the activity’s effect on UNIVERSITY and the corrective action taken. Such procedures shall include, but not be limited to, logging of all access to confidential or sensitive data, use of firewalls for all external data connections, and timely implementation of updates and patches.

At a minimum, Vendor’s safeguards for the protection of UNIVERSITY Data shall include: (i) limiting access to UNIVERSITY Data to authorized personnel of Vendor and utilizing policies that promote the least internal access; (ii) securing business facilities, data centers, paper files, servers, back-up systems (at a strategically located off-site location) and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication (two-factor or more secure method) and access controls within media, applications, operating systems and equipment; (vi) encrypting (with AES-256 bit or better encryption) UNIVERSITY data stored on any mobile media; (vii) encrypting UNIVERSITY Data transmitted over public or wireless networks; (viii) strictly segregating UNIVERSITY Data from information of Vendor or its other customers so that UNIVERSITY Data is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to Vendor’s employees.

Vendor must obtain the written approval of UNIVERSITY before subcontracting any portion of this Agreement. All subcontracts shall incorporate the terms of this Agreement so as to require subcontractors to meet or exceed the Vendor’s security obligations, including all data security requirements.

APPENDIX D: PIGGY BACK CLAUSE FOR CONTRACT

Right to Use Proposals in Future Projects

The State reserves the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the State to do so; and (b) the Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor's proposal for future projects is solely at the discretion of the State and requires the agreement of the proposing Vendor. The State's decision to reuse an awarded proposal will be based upon such criteria as: (1) the customer's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.