Request for Proposal

Linux High Performance Computing Cluster

February 15, 2002

Issued by
Procurement Services
Charlottesville, Virginia
Linux Cluster for High Performance Computing
Request for Proposal #VC021502
February 15, 2002

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This Request for Proposal (RFP) has been posted on Procurement Services web site for your convenience. Addenda and attachments are posted if issued. It is the firm’s responsibility to ensure that the entire RFP package has been reviewed prior to the firm's submittal of a proposal. We encourage you to check the web site frequently for any changes prior to the submittal date. To receive a hard copy of the RFP or addenda (which will be identical to those posted on the web site unless otherwise noted), contact Becky Sims, Contracts Administrator, at (434) 924-1346 or email pur-rfp@virginia.edu. For additional public posting information consult Procurement Services web site at: http://www.virginia.edu/procurement/. For questions about the content of the RFP, contact the buyer listed in Section VI, Information about this RFP.

I. Overview of the RFP Process

The Rector and Visitors of the University of Virginia (University), a Virginia public corporation, seeks an experienced firm to provide Linux high performance computing. This RFP is part of a competitive procurement process which helps to serve the University's best interests. It also provides firms with a fair opportunity for their services to be considered. The process of competitive negotiation being used in this case should not be confused with the different process of competitive sealed bidding. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determinative factor. With competitive negotiation, however, price is not required to be the determinative factor, although it may be, and the University has the flexibility it needs to negotiate with firms to arrive at a mutually agreeable relationship.

For ease of reference, each firm receiving this RFP is referred to as a "firm" and the firm selected to provide services for the University is referred to as the "Selected Firm." This RFP states the instructions for submitting proposals, the procedure and criteria by which a firm may be selected, and the contractual terms by which the University proposes to govern the relationship between it and the Selected Firm.
It is the policy of the Commonwealth of Virginia and the University of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth and the University encourage firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities.

II. Background Discussion and Goals of the University

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

The nearly 20,000 students attending the University work within a true meritocracy and live by an Honor Code unique among American universities. Each student is exposed to the widest spectrum of disciplines – from arts and athletics to humanities and technology. Our students also enjoy a unique connection to the world beyond college through the University’s outstanding professional training, exemplified by its nationally ranked schools of Law, Business, and Medicine. The University as a whole has had a consistently high ranking not only among public schools, where it usually heads the list, but among all American universities, public and private.

Over 9,700 University faculty and staff are committed to serving both the local and national community. The University makes a real difference in the world, through its invaluable research, a hospital ranked among the nation’s finest, and graduates who have consistently been among the forefront of our nation’s shapers. At the University, our bright future is the direct result of our great history.
The general goals for the Linux High Performance Computing Cluster RFP are to:

A. Maintain a level of institutional computational capability that is consistent with peer institutions.

B. Provide platforms for high performance computing in support of the research activities of University faculty that require more resources than can be accommodated with a single user's workstation.

C. Identify and maintain an upgrade path that is consistent with national trends in High Performance Computing, and which would be scalable in the event that new funding opportunities occur.

D. Provide appropriate platforms for development and testing of applications that may later migrate to national supercomputer centers for production work. The systems need to be powerful enough to demonstrate capability and increase the likelihood for success in applying for time at national supercomputer centers.

E. Provide the appropriate computing hardware that will permit researchers, including both graduate and undergraduate students, to gain necessary experience with parallel systems and parallel programming paradigms.

F. Provide platforms for University staff to develop expertise in the administration and uses of highly parallel systems.

G. Move from outdated IBM SP2 with 24 nodes to a high performance computing cluster.

III. Scope of Goods and Services

It is the University's intent to enter into an Agreement with the Selected Firm for a Linux High Performance Computing cluster to include those goods and services necessary to help the University achieve its goals as outlined in this RFP. In order to achieve this goal the Selected Firm may be requested to provide those goods and services outlined in this section.
A. Hardware
The specific hardware needs relevant to these general high performance computing goals are:
1. A system for developing and running large distributed memory parallel and serial codes.
2. Cluster should be expandable and upgradeable.

B. General System Requirements
1. Linux required, minimum 2.4 kernel. Firm should specify Linux distribution version and any customizations. Red Hat is preferred
2. Will purchase up to 128 node cluster now with number of nodes depending on funding with an additional 48 to 128 nodes after July 1, 2002, with exact number of nodes depending on funding.

C. Technical Requirements
1. Mechanical Specifications
   a. Rack Mountable required. Physical floor space required for complete system is a consideration. Firm must specify dimensions of all racks proposed.
   b. Firm must specify machine room requirements – cooling, power, footprint space, door size necessary, etc.
   c. No UPS required with proposal. Cluster is being installed in machine room with its own UPS.
   d. Prefer at least one available (empty) PCI slot
   e. Prefer space for two internal disk drives.
   f. Provide all needed mounting hardware, racks, slides, etc.
   g. Provide KVM switching and cabling for all compute and server nodes. Prefer one per rack.
2. Electronics
   a. High-end Proposal
Compute Nodes

- Dual CPUs required. Intel Pentium4 or AMD Athlon processors/chipsets preferred.
- At least 1 GB RAM, either RDRAM or DDRAM. Specify memory configuration and free slots available for memory expansion.
- Copper 1 Gbps Ethernet network interface preferred. Other interfaces (Dolphin-net, Myrinet, etc) considered.
- Include all necessary switches, cabling, etc.
- Each node must have 10/100 Ethernet if Gbps Ethernet not installed.
- Bootable CD-ROM installed.

Server Node (minimum of one per 32 compute nodes)

- Dual CPUs required. Intel Pentium4 or AMD Athlon processors/chipsets preferred.
- At least 2 GB RAM, either RDRAM or DDRAM. Specify memory configuration and free slots available for memory expansion.
- Copper 1 Gbps Ethernet network interface preferred. Other interfaces (Dolphin-net, Myrinet, etc) considered.
- Include all necessary switches, cabling, etc.
- Must have 10/100 Ethernet if Gbps Ethernet not installed.
- At least two free PCI slots
- Hardware RAID controller
- At least 400 GB of level 5 RAID fast SCSI storage
- Prefer hot swappable drives and dual power supplies.
b. Low-end Proposal

Compute Nodes

- Dual CPUs required. At least P3 (Intel Pentium) or equivalent.
- At least 1 GB RAM (specify memory configuration and free slots available for memory expansion).
- Dual 100 Ethernet network interface minimum, copper 1 Gbps Ethernet network interface preferred. Other interfaces (Dolphin-net, Myrinet, etc) considered.
- Include all necessary switches, cabling, etc. Must have dual 100 Ethernet network interface if other interfaces (e.g. Dolphin-net, Myrinet, etc.) are proposed.
- Bootable CD-ROM installed.

Server Node (minimum of one per 32 compute nodes)

- Dual CPUs required. At least P3 (Intel Pentium) or equivalent.
- At least 2 GB RAM (specify memory configuration and free slots available for memory expansion).
- Dual 100 Ethernet network interface minimum, copper 1 Gbps Ethernet network interface preferred.
- Include all necessary switches, cabling, etc.
- Must have 10/100 Ethernet if Gbps Ethernet not installed
- At least two free PCI slots.
- Hardware RAID controller
- At least 400 GB of level 5 RAID storage
- Prefer hot swappable drives and dual power supplies.
D. Software

1. Propose high performance computing software to include, but not limited to:
   a. Cluster management
   b. Compilers – for example, Portland Group Compilers, Fortran90, Fortran95, debuggers, etc.
   c. Libraries: MPI, IMSL, etc

IV. Basis of Selection

A. The University will evaluate proposals and, if a firm is to be selected, select the firm on the basis of:

1. The firm's plan to assist the University to meet its goals for a Linux High Performance Computing cluster as discussed in Section II, Background Discussion and Goals of the University, and Section III, Scope of Goods and Services;

2. The firm's relevant experience, qualifications and success in providing the goods and services outlined in this RFP;

3. The firm's references from institutions of higher education, teaching hospitals, and clients which are comparable to the University;

4. The firm's financial proposal including but not limited to discounts, service charges and other charges;

5. The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided;

6. The contractual terms which would govern the relationship between the University and the Selected Firm; and

7. Any other factors relevant to the firm's capacity and willingness to satisfy the University.
V. Contents of the Proposal

Proposals should include information outlined in this section. Copies of proposals must be sent to the Issuing Office, Procurement Services, Carruthers Hall, and not to any other office or department whatsoever at the University of Virginia.

A. Technical requirements

1. Technical overview of proposed solution(s) and specifications on proposed hardware. Must meet the technical requirements specified in Section III, Scope of Goods and Services.
2. Specify hardware warranty period, service, and maintenance.
3. Specify the delivery of hardware, including planned schedule.
4. Specify high performance computing software.
5. Specify turn-key hardware installation services available for the cluster.
6. Proposed equipment must be available (i.e. current technology) for shipping by March 1, 2002.
7. **Funds for payment are no longer available after May 15, 2002.** Firms must propose a penalty clause in the event the complete system is not delivered by May 15th. If firm is hired for installation services, installation must be complete by May 15th.

B. Firm Information, Personnel, References

1. Provide a brief history of the firm and its experience in High Performance Linux clusters.
2. Provide information on those individuals assigned to work with the University including a description of their experience in Linux High Performance Computing clusters.
3. Provide a list of all of the firm's clients comparable to the University indicating the length of service of each account. The University may contact and/or visit any of these accounts.
4. Provide a list of all clients lost within the last three years which includes:
   a. A contact name and telephone number
b. Length of service at the account

c. Reason for the loss

5. A copy of the firm's most recent audited financial statements.

C. Financial Proposal

1. Provide itemized pricing for all cluster proposals, to include per node and server pricing, separate pricing for cables, switches, etc. for networking cluster, itemized pricing for KVM (keyboard video monitor) for all nodes and servers, cluster software, and any other items or services.

2. Propose pricing for available configurations (high-end, low-end, or both).

3. Propose pricing for a 64-node cluster, include per node pricing so that size of smaller cluster can be determined from the pricing schedule.

4. Propose pricing for a 128-node cluster, include per node pricing so that size of smaller cluster can be determined from the pricing schedule.

5. Percentage off list price for components ordered after initial delivery.

6. Provide separate price of optional full turnkey hardware integration and installation services for the cluster; including all nodes in racks, cabled, switches, ready to run.

7. Donations the firm plans to provide.

8. Individual itemized pricing for software components.


D. Contractual Arrangements

1. Provide the University with any form or contract the University may be requested to sign.

2. State the firm's acceptance of Attachment 1, Mandatory Contractual Provisions.

3. State the firm's acceptance, with any proposed modifications, of Attachment 2, Preferred Contractual Provisions.
E. Optional Integration Services
Describe your full turnkey hardware installation services for the cluster.

F. Minority Business
Specify whether the firm is a minority firm. The Commonwealth of Virginia’s definition of a minority firm is a firm that is at least 51% owned, operated, and controlled by a minority; or in cases of a publicly-owned business, at least 51% of the stock must be owned by a minority. Such minorities include, but are not limited to, African Americans, Hispanic Americans, Asian Americans, Native Americans, Eskimos, and Aleuts. If the firm is not a minority firm, describe the firm’s partnering relationships with minority firms and how it plans to support the University’s goal to award 5% of its business to minority firms.

G. Other Information
Provide any other information which the University should consider in evaluating the firm's proposal.

VI. Information about this RFP
A. Procurement Schedule
Here is a brief schedule for this procurement, specifying the important dates and milestones:

<table>
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<tr>
<th>Event</th>
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<tbody>
<tr>
<td>Issue Date of RFP</td>
<td>02/15/02</td>
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<tr>
<td>Preproposal Conference</td>
<td>02/28/02</td>
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<tr>
<td>Deadline for Receipt of Proposals</td>
<td>03/14/02</td>
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<tr>
<td>Oral Presentations/Negotiations</td>
<td>03/22/02</td>
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<td>Contract Award</td>
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B. Issuance of RFP and Questions
The Issuing Office for this RFP is:
Procurement Services
University of Virginia
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia  22904-4202
Attention: Victoria Carter, CPCM, Senior Buyer  
Telephone: (434) 924-4215  
Fax: (434) 982-2690  
TDD: (434) 982-HEAR  
Email: vacarter@virginia.edu

Any questions concerning this RFP will be directed to Victoria Carter as listed above and not to any other person at the University. The University will determine whether any addenda should be issued as a result of any question or other matters raised.

C. Preproposal Conference
A conference for firms receiving this RFP will be held Thursday, February 28, 2002 at 3:30 p.m. in Carruthers Hall ITC Conference Room A1/A2, Charlottesville, Virginia (map viewed at this web site: http://www.virginia.edu/Map/ Attendance at this conference is advised if your firm wishes to raise any questions in connection with this RFP. The University intends to present general information which may be helpful in the preparation of proposals and to offer firms the opportunity to ask questions concerning this RFP. No firm may have more than two representatives present at the Preproposal Conference.

Firms planning to attend the Preproposal Conference should notify Becky Sims, (434) 924-1346, no later than 4:00 p.m. EST on Monday, February 25, 2002 of the names and titles of the individuals who will attend.

D. Proposal Deadline
All proposals must be received at the Issuing Office by 3:00 p.m., Thursday, March 14, 2002. Eleven copies of each proposal must be provided in individual, bound volumes.
E. Oral Presentations/Negotiations

An oral presentation/negotiation by two or more firms may be required after written proposals are received by the University. If the University requires such a presentation, the Issuing Office will schedule a time and place. Each firm should be prepared to discuss and substantiate any of the areas of the proposal it submitted, its own qualifications for the services required and any other area of interest relative to its proposal. Oral presentations/negotiations are scheduled for Friday, March 22, 2002. Negotiations with two or more firms will be conducted by the University on the firms’ financial proposals and proposed terms and conditions.

F. Communications Between the University and the firms Regarding This Request for Proposal

Informal Communications

From the date of receipt of this Request for Proposal by each firm until a binding contractual agreement exists with the Selected Firm and all other firms have been notified, or when the University rejects all proposals, informal communications regarding this procurement will cease. Informal communications will include but not be limited to:

1. Requests from the firms to any department at the University, with the exception of Procurement Services for information, comments, speculation, etc.;

2. Requests from any department at the University, or any employee of the University, with the exception of Procurement Services for information, comments, speculation, etc.

Formal Communications

From the date of receipt of this Request for Proposal by each firm until a binding contractual agreement exists with the Selected Firm and all other firms have been notified, or when the University rejects all proposals, all communications between
the University and the firms will be formal, or as provided for in this Request for Proposal, or as requested by Procurement Services. Formal communications will include but not be limited to:

1. Preproposal Conference
2. Oral presentations
3. Site visits, Interviews, etc.

Any failure to adhere to the provisions set forth in Informal Communications and the Formal Communications sections above may result in the rejection of any firm’s proposal or cancellation of this RFP.

G. Formation of the Agreement with the Selected Firm

All proposals received will be carefully evaluated by the University. The University will then select two or more firms deemed to be fully qualified and best suited among those submitting proposals, on the basis of evaluation criteria described in this RFP. The University will then conduct negotiations with each of these firms. After negotiations have been conducted, the University will select the firm which, in its opinion, has made the best proposal. The University will award the agreement to the Selected Firm by either of these methods:

1. Accept the proposal as written by issuing a written notice to the Selected Firm which refers to this RFP and accepts all or part of the proposal submitted in response to it and/or any addenda submitted during the negotiation process; or

2. Execute a mutually satisfactory written agreement based on this RFP, the proposal submitted, and the negotiations concerning these.

3. If the University determines in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, it may decide to negotiate and award an agreement to that firm.
Because the University may use alternative (1) above, each firm must include in its written proposal all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

Firms should also note that, as described in Section H, Provisions Deemed Included in the Proposal, certain matters will automatically be deemed part of the proposal.

**H. Provisions Deemed Included in the Proposal**

The University will consider each proposal to include not only the matters expressly stated in the proposal as requested in Section V, Contents of the Proposal, but also other provisions which consist of two different types: those which are "mandatory" and cannot be changed by a firm in its proposal; and those which are "preferred" by the University, but which a firm may wish to alter by expressly and specifically so stating in its proposal.

The University includes mandatory provisions so that all proposals will be governed by the same basic contractual terms. The University encourages any firm which feels that a mandatory provision is unreasonable to contact the University before proposals are due so the University can consider amending the provision. The University includes preferred provisions so that any difference between the firm and the University's preferred contractual provisions can be considered during the University's evaluation of proposals.

1. **Mandatory Provisions**

   Each proposal received by the University in response to this RFP will automatically be deemed to include the firm's agreement to the provisions of (a) and (b) below. Although such provisions will govern the firm's proposals as submitted, the University and one or more firms may later mutually agree to amend such provisions, such as when additional time is
needed to consider proposals, or when contractual negotiations or performance indicate that such amendments are appropriate.

a. The proposal constitutes an offer by the firm which will remain open and irrevocable for a period of 120 days from the deadline for submitting proposals as stated in Section C, Proposal Deadline.

b. If selected by the University, the provisions governing the firm's performance will include all the provisions of Attachment 1, Mandatory Contractual Provisions.


Unless a firm expressly and specifically provides otherwise in its written proposal, the proposal received by the University in response to this RFP will automatically be deemed to include the firm's agreement to these provisions:

a. The firm consents to the University contacting and obtaining any information relevant to this RFP from the references and others identified by the firm in its proposal, as well as from any other persons, firms, or organizations which the University wishes to contact; and

b. If selected by the University, the provisions governing the firm's performance will include all the provisions of Attachment 2, Preferred Contractual Provisions.

I. Rejection of Proposals

The University reserves the right to reject any or all proposals received. Nonacceptance of a firm's proposal will mean that one or more proposals were deemed more advantageous to the University or that all proposals were rejected. Firms whose proposals are not accepted will be notified after a binding contractual agreement between the University and the Selected Firm exists, or when the University rejects all proposals.
J. Virginia Freedom of Information Act

Except as provided below, once an award is announced, all proposals submitted in response to this RFP will be open to the inspection of any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by firms as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act; however, the firm must invoke the protections of this section prior to or upon submission of its proposal, and must identify the specific data or other materials to be protected and state the reasons why protection is necessary. Firms may not request that its entire proposal be treated as proprietary information.
Attachment 1

Mandatory Contractual Provisions

A. Nondiscrimination
During the performance of this Agreement, the Selected Firm will comply with the contract provisions contained in Section 11-51 (1) & (2) of the Code of Virginia or any successor provisions which may be applicable to this Agreement. Also, in accordance with Section 11-35.1D, the University does not discriminate against faith-based organizations.

B. Conflict of Interests
The Selected Firm represents to the University that its entering into this Agreement with the University does not entail any violation of the Virginia State and Local Government Conflict of Interests Act.

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

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

E. Notices
All notices will be given in writing and deemed given when delivered to, or deposited in the U.S. Postal Service mail, certified mail return receipt requested, and addressed to the other party as shown below.
If to the University:
Eric N. Denby, C. P. M.
Director of Procurement Services
Carruthers Hall
University of Virginia
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202

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

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

G. Worker's Compensation and Employers Liability
The Selected Firm will comply with all federal or state laws and regulations pertaining to Worker's Compensation Requirements for insured or self-insured programs.

H. Drug-Free Workplace
The Selected Firm, its agents and employees are prohibited, under the terms of this Agreement and the Commonwealth of Virginia, Department of Personnel and Training Policy Number 1.02 executed by Governor Lawrence Douglas Wilder on July 1, 1991,
from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on University property.

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

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

I. Information Technology Access Act

In accordance with §§ 2.1-811 of the Code of Virginia, the following will apply to all information technology Agreements:

NON-VISUAL ACCESS TO TECHNOLOGY: All information technology (the "Technology") which is purchased or upgraded by the University will comply with the following non-visual access standards from the date of purchase or upgrade until the expiration of the Agreement:

• Effective, interactive control and use of the Technology will be readily achievable by non-visual means;
Technology equipped for non-visual access will be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;

Non-visual access technology will be integrated into any networks used to share communications among employees, program participants or the public; and

Technology for non-visual access will have the capability of providing equivalent access by non-visual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

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

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

If requested, the Agreement must provide a detailed explanation of how compliance with the foregoing non-visual access standards is achieved and a validation of concept demonstration.
Attachment 2
Preferred Contractual Provisions

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

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

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

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

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

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

G. Termination
If the Selected Firm fails to provide quality services in a professional manner, solely as determined by the University, and, upon receipt of notice from the University, does not correct the deficiency, to the University's satisfaction within a reasonable period of time, not to exceed 30 calendar days unless otherwise agreed to by both parties, the University reserves the right to terminate this Agreement by giving written notice to the Selected Firm.

H. Non-Appropriation
Funding for any Agreement between the University and a Selected Firm is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated effective the last day for which appropriated funding is available.

I. Right of Audit
The University reserves the right to audit or cause to be audited the Selected Firm's books and accounts regarding the University's account at any time during the term of this Agreement and for five years thereafter.
J. Contractual Claims

This Agreement is subject to the University's policy on Contractual Claims which is provided as Attachment 3, Procedure for Resolution of Contractual Claims.

K. Insurance

Listed below is the insurance which the Selected Firm must maintain under any Agreement resulting from this RFP. Each Firm will propose insurance which meets or exceeds the needs of the University. No Agreement will be executed by the University until the Firm satisfies the insurance requirements of the University. The Selected Firm may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm.

Commercial/Comprehensive General Liability:
The Selected Firm and any Subcontractor will maintain, at a minimum, a minimum Limit of Liability for bodily injury and property damage of $1,000,000 per person/occurrence, with coverage for:
- Premises - Operations
- Product - Completed Operations

Automobile Insurance

The Selected Firm and Subcontractor will provide a minimum Limit of Liability for bodily injury of $500,000 per person/occurrence and property damage $500,000 per occurrence, with coverage for:
- Owned and non-owned automobiles operated by their employees.
- Other, Hired
Additional Insured:
If the University requests to be named as an Additional Insured, the proper name is: “The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees and agents.”

L. Use of Agreement by Third Parties
If agreeable with the Selected Firm, these organizations may have access to any Agreement resulting from this RFP: 1) Any University related foundation, and 2) Any institution of higher education which is a member of the Virginia Association of State College and University Purchasing Professionals (VASCUPP). A current list of VASCUPP members can be found on Procurement Services web site at [http://www.virginia.edu/procurement/RelatedLinks.html - VASCUPP](http://www.virginia.edu/procurement/RelatedLinks.html - VASCUPP), and 3) City of Charlottesville and County of Albemarle. The Selected Firm will respond promptly to a request from any of these organizations for access to the Agreement, but is NOT required to enter into an equivalent agreement with the organization. A Firm's willingness to provide this access to these organizations will not be a consideration in awarding this RFP. Although the organizations may have access to the Agreement, their entry into any equivalent agreement with the Selected Firm is strictly optional.

If an organization chooses to enter into an equivalent agreement, it will so notify the Selected Firm in writing, and will proceed to execute such an agreement. The University will have no responsibility whatsoever for payment of invoices rendered to the organization, resolution of problems, or administration of contractual claims. The Selected Firm, at the request of the University, will provide usage reports for all VASCUPP members accessing the Agreement. The University anticipates requiring such reports quarterly. The University's sole intent is to provide other organizations with access to the University's Agreements and to provide Selected Firms with opportunities to do business with other organizations. It is understood and agreed that the University is not responsible for the acts or omissions of any VASCUPP member, and will not be considered in default of the Agreement no matter the circumstances.
M. Favored Nations
The Selected Firm represents that the prices, terms, warranties, and benefits specified in its proposal are comparable to or better than the equivalent terms being offered by the firm to any present customer.

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

O. Purchasing Manual
This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Firms" and any subsequent revisions, which is available on Procurement Services web site at: http://www.virginia.edu/procurement/about/PurchasingManual.html

P. Copyrights
Unless expressly agreed to the contrary in writing, all documents, reports, writings, video images, photographs or papers of any nature prepared by the Selected Firm (or its subcontractors) in performing an Agreement will not be disclosed to any other person or entity without the written permission of the University, and the University will own all copyrights thereto.

Q. Minority Business Reporting
The Selected Firm will identify and fairly consider minority firms for subcontracting opportunities when qualified minority firms are available to perform a given task in performing for the University under the resulting Agreement. The Selected Firm will submit a quarterly minority business report to the University by the 15th of the month following each calendar quarter, specifically the months of April, July, October, and January. The Selected Firm will submit the quarterly minority business reports to:
Contracts Administrator  
University of Virginia  
Procurement Services  
Carruthers Hall, PO Box 400202  
1001 North Emmet Street  
Charlottesville, Virginia  22904-4202

The quarterly minority business reports will contain this information:

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

R. eVA Business To Government Vendor Registration

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, is the Commonwealth of Virginia’s electronic procurement system. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services in the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution.
Section 11-69 of the Virginia Public Procurement Act requires contractors with the University to submit any claims, whether for money or other relief, in writing no later than 60 days after final payment, however, written notice of the contractors intention to file such a claim will have been given at the time of the occurrence or beginning of the work upon which the claim is based.

The University's procedure for deciding such contractual claims is:

A. The Selected Firm must provide the written claim to:
   Assistant Director of Procurement Services
   University of Virginia
   1001 North Emmet Street
   P. O. Box 400202
   Charlottesville, Virginia  22904-4202

B. Although the Selected Firm may, if it chooses, attempt to resolve its claim by dealing with a University department other than the one stated in Section A above, the Selected Firm must submit any unresolved claim in writing no later than 60 days after final payment to the Assistant Director of Procurement Services if it wishes to pursue its claim.

C. Upon receiving the written claim, the Assistant Director of Procurement Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Selected Firm. If such discussion is to be held, the Assistant Director of Procurement Services will contact the Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Assistant Director and the Selected Firm mutually agree.

D. The Assistant Director of Procurement Services will mail his or her decision to the Selected Firm within 60 days after receipt of the claim. The decision will state the reason for granting or denying the claim.
E. The Selected Firm may appeal the decision to:

   Director of Procurement Services
   University of Virginia
   Carruthers Hall
   1001 North Emmet Street
   P.O. Box 400202
   Charlottesville, Virginia  22904-4202

   by providing a written statement explaining the basis of the appeal, within 15 days after
   the Selected Firm's receipt of the decision.

F. Upon receiving the written appeal, the Director of Procurement Services will review the
   written materials relating to the claim and decide whether to discuss the merits of the
   claim with the Selected Firm. If such discussion is to be held, the Director of
   Procurement Services will contact the Selected Firm and arrange such discussion. The
   manner of conducting such discussion will be as the Director of Procurement Services
   and the Selected Firm mutually agree.

G. The Director of Procurement Services will mail his or her decision to the Selected Firm
   within 60 days after the Director of Procurement Services receipt of the appeal. The
   decision will state the reasons for granting or denying the appeal.