INSTITUTE FOR ADVANCED LEARNING AND RESEARCH
REQUEST FOR PROPOSALS

ISSUE DATE: September 7, 2018
TITLE: Information Technology Hardware Refresh
ISSUER: Institute for Advanced Learning and Research
150 Slayton Avenue
Danville, VA 24540

The Institute for Advanced Learning and Research (“IALR”) hereby invites proposals from experienced, qualified, and certified information technology (“IT”) integration and services firms to provide a complete hardware refresh of servers and storage for IALR.

Sealed proposals for furnishing the goods/services described herein will be received until September 25, 2018; at 12:00 p.m. at the location stated below.

An optional pre-proposal conference will be held at IALR at 12:00 p.m. on September 13, 2018, at 150 Slayton Ave., Danville, VA, in Room 207.

It is the responsibility of interested offerors to obtain a complete copy of this request for proposals (“RFP”), including all amendments. IALR will not be responsible if the RFP and/or amendments are not received by potential offerors.

All inquiries regarding RFP submission requirements, amendments to this RFP, the selection process, or the terms and conditions should be directed to:
   Pam Patterson, Executive Administrative Assistant
   Phone: 434-766-6605
   Email: pam.patterson@ialr.org

All inquiries regarding RFP Statement of Needs should be directed to:
   Tim Kruggel, Manager of Information Technology
   Phone: 434-766-6716
   Email: Timothy.Kruggel@ialr.org

Proposals must be mailed or hand delivered to:
   Institute for Advanced Learning & Research
   ATTN: Procurement Office
   Atrium Reception Desk/Procurement
   150 Slayton Avenue
   Danville, VA 24540

IALR is not responsible for proposals that do not arrive by the deadline. Late submissions will not be considered. Oral, telephonic, telegraphic, facsimile, or other electronically transmitted bids will not be considered.
The terms and conditions of this RFP, including any amendments to this RFP issued by IALR, shall be and hereby are incorporated by reference into this RFP Cover Sheet. By signing this RFP Cover Sheet, the undersigned offers and agrees to furnish the goods and services stated herein in accordance with the terms and conditions of this RFP, including any amendments to this RFP issued by IALR.

NAME AND ADDRESS OF OFFEROR:

____________________________________ DATE: ____________________________

____________________________________ BY: ________________________________

____________________________________ (SIGNATURE)

____________________________________ NAME: ____________________________

____________________________________ (PLEASE PRINT)

____________________________________ TITLE: ____________________________

EMAIL: ____________________________ PHONE: ____________________________

Offeror’s Fed ID No: ____________________________
Offeror’s SCC Identification Number: ____________________________

LATE PROPOSALS WILL BE REJECTED

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I. PURPOSE

The purpose of this RFP is to solicit sealed proposals from experienced, qualified, and certified IT integration and services firms for the purpose of providing a complete hardware refresh of servers and storage for IALR. This includes replacing our NetApp FAS2240 storage array with flash-based storage that is capable of delivering the performance needed for a VMware Horizon VDI environment with intensive graphical application requirements. In addition to storage, three new hosts are required to split our VDI servers from our production VMware cluster. The three new hosts will become our production cluster. IALR intends to select one firm to furnish these goods and services using the competitive negotiation procedure for nonprofessional services contained in Section 2.2-4302.2 of the Virginia Public Procurement Act (“VPPA”); provided, however, that IALR reserves the right to award multiple contracts.

II. BACKGROUND

IALR was created by the Commonwealth of Virginia in 2002 as an independent political subdivision of the Commonwealth of Virginia for the purpose of seeking to diversify the Southside Virginia region’s economy. IALR develops and attracts technology and talent critical to the region’s economic transformation through strategic research, advanced learning programs, conference activities, community outreach programs, and technology infrastructure development. IALR’s campus includes multiple facilities. IALR’s main facility is located at 150 Slayton Avenue, Danville, Virginia. The main IALR facility includes 93,000 square feet of research, classroom, conference, and office space equipped with updated technology.

III. STATEMENT OF NEEDS

A. Project Overview:

The IT Hardware Refresh project entails the replacement of IALR’s storage solution in both its primary and secondary locations. Additionally, three new hosts will be introduced to isolate IALR’s production vSphere cluster from its VDI hosts. Veeam Enterprise Plus will be introduced to handle the scheduling of snapshots as well as offer restore capability.

The selected contractor will assist in designing, coordinating and implementing the hardware, server, and storage upgrades for IALR. The selected contractor will assist in evaluating equipment and whether it meets IALR’s needs. The selected contractor will assist IALR in procuring the selected equipment. The selected contractor will ensure that the selected equipment meets the stated needs of IALR.
and performs to the standards and requirements stated in this RFP. The selected contractor will install the hardware, server, and storage upgrades for IALR and perform all related work. The selected contractor will provide updates, support, and service for the hardware, server, and storage upgrades for at least five (5) years following installation.

B. Requirements:

1. It is important to understand that the storage arrays have live, active data that has to be preserved. Utmost care is required to ensure the preservation and replication of the data.
2. Due to the live environment of the servers, careful consideration and scheduling will be required to migrate live platforms.
3. Contractor will create a dedicated VMware Vsphere cluster to run IALR server workload.
4. Contractor will provide an all-flash storage solution at the primary site to serve both production server and VDI desktop workloads.
5. Contractor will provide a replacement for the storage at the secondary site.
6. Contractor will implement a Veeam backup and recovery solution at the secondary site utilizing 10Gb datacenter switching.

C. Deliverables:

IALR utilizes four NetApp FAS2240 controllers and two arrays that together offer a primary and a secondary storage. Currently IALR has a VMware cluster made of three Cisco UCS C240 M4’s. These three hosts are configured with NVidia Grid K1 GPU cards and 262GB memory.

Following are the project deliverables for this hardware and storage refresh project:

1. Replace the primary FAS2240 storage array with a NetApp AFF220 all flash storage array;
2. Replace the secondary FAS2240 array with a NetApp 2720;
3. Create a new dedicated cluster of three Cisco UCS M5 servers strictly for our server workload;
4. Build a dedicated vCenter instance using the existing M4’s to host the VDI desktops;
5. Install a Cisco UCS M5 at DR location as a Veeam server;
6. Install two HPE Aruba 2920 switches at DR location to offer 10Gb access to the secondary storage array and Veeam server;
7. Integrate Veeam Enterprise Plus into the new vSphere production cluster for backup and snapshot management;
8. Migrate all data from the live array to the replacement, ensuring data and snapshot integrity;
9. Configure volume snapmirror replication between the two FAS systems;
10. Upgrade VMware vCenter, VSphere, and plugins to the latest supported versions;
11. Configure and test the storage and server HA performance;
12. Provide consulting services for the migration of IALR’s server workloads to new vSphere cluster;
13. Provide consulting services for the creation of an isolated VLAN strictly used for the VDI desktops; and
14. Provide complete documentation covering the environment including all IP addresses, login ID’s, logical diagrams and physical diagrams, and licensing and service data.

D. Timeline:

This project is to begin immediately upon reward of proposal. The project is to be in place and operational no later than December 31, 2018. Time is of the essence.

E. Service Performance Requirements:
1. High availability architecture: The IT hardware refresh should adhere to what is commonly referred to as HA standards, meaning that there is a level of redundancy engineered in the solution.
2. Failover and maintenance: The VMware solution will have the capability of allowing routine maintenance on the individual hosts without affecting the whole environment.
3. IT Integrator: The IT Integrator needs to have properly trained and certified engineers for NetApp, VMware, Aruba Networking, and Veeam solutions offered.
4. Warranty: Offeror will perform all services under the contract in a good, competent, professional, and workmanlike manner in accordance with industry standards and the terms of this RFP. Hardware, servers and other goods will be furnished with all implied warranties and with industry-standard express warranties.

IV. PROPOSAL PREPARATION AND GENERAL INSTRUCTIONS

A. Clarification of Terms: If any prospective offeror has questions about the submission requirements or the Statement of Needs, the prospective offeror should contact the IALR contact persons as listed on the RFP Cover Sheet in writing no later than three working days before the proposal due date. The terms offeror(s), firm(s), and contractor(s) are interchangeably to refer to any entity submitting a proposal in response to this RFP, and it includes any entities that may be selected and awarded contracts under this RFP.

B. RFP Response. In order to be considered for selection, offerors must submit a complete response to this RFP. Five (5) copies of the proposal must be submitted to
IALR. The proposal shall be submitted by mail or hand delivery as instructed on the RFP Cover Sheet. A signed original of the RFP Cover Sheet should be included with each copy of the proposal. Proposals must be submitted on or before 12:00 pm on September 25, 2018. Late submissions will not be accepted. No other distribution of the proposal shall be made by the offeror.

C. Proposal Preparation.
1. Responsiveness. An authorized representative of Offeror shall sign proposals. All information requested should be submitted. Failure to submit all information requested may result in IALR requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by IALR. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
2. Content. 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.
3. Organization. Proposals should be organized in the order in which the requirements are presented in the RFP. Proposals should be formatted in a manner that follows the required elements of the RFP. All pages of the proposal should be numbered. The proposal should contain a table of contents that cross references the RFP requirements where appropriate. Information, which 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.
4. Binding. Each copy of the proposal shall be bound or contained in a single volume. All documentation submitted with the proposal should be bound in that single volume.

D. Ownership of Materials. Ownership of all data, materials and documentation originated and prepared for IALR pursuant to the RFP shall belong exclusively to IALR 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, Offeror must invoke the protection of Section 2.2-4342.F. 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 shall result in rejection of the proposal.

E. **Release of Information.** No information regarding the proposal records or the contents of responses will be released except in accordance with Virginia Code § 2.2-4342. Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.

F. **Pre-Bid Conference.** IALR will conduct an optional pre-bid conference and onsite inspection for all potential offerors on September 13, 2018 at 12 p.m. This is not a required site inspection for the RFP; however, all potential offerors are encouraged to attend. IALR will use the pre-bid conference to discuss all aspects of the RFP, the proposal process, and the services and goods to be provided by the selected contractor.

D. **Modifications.** Any interpretations, corrections, revisions to this solicitation will be made only by written addendum or amendment issued by IALR. Interpretations, corrections or revisions of this RFP made in any other manner will not be binding and offerors must not rely upon such interpretations, corrections, or revisions. Offerors are solely responsible for ensuring that they have any and all addenda or amendments issued prior to submitting their proposals. IALR disclaims any responsibility for an offeror’s failure to receive any addenda or amendments.

E. **Execution.** Your signature on your proposal certifies that you have either inspected the job site or voluntarily declined the inspection, are aware of the conditions under which the work must be accomplished, that you are aware of and understand the requirements for the goods and services to be provided, and that you fully understand this solicitation. It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that are not understood. Failure to understand the requirements of this solicitation will not relieve the contractor of any responsibilities under any contract. Claims, as a result of failure to inspect the job site or failure to obtain clarification of requirements, will not be considered by the IALR.

V. **SPECIFIC PROPOSAL REQUIREMENTS**

Proposals should be as thorough and detailed as possible so that IALR may properly evaluate Offeror’s capabilities to furnish the required goods and services. Offerors are required to submit the following items as a complete proposal:

A. Three (3) copies of the RFP Cover Sheet, each bearing an original signature, which incorporate by reference all of the terms and conditions of this RFP, as amended, and three (3) signed copies of any subsequently issued addenda or amendments to this RFP.

B. A written narrative statement to include:
1. A description and history of the firm and the firm’s experience furnishing similar goods and services as those being procured.
2. A description of how Offeror plans to meet the requirements contained in the Statement of Needs of the RFP in the required timeframes, including the identification of key personnel on the project team who will be furnishing goods and services including designing, planning, installing, updating, and servicing and supporting.
3. A description of the experience, qualifications and certifications of Offeror and employees who will be primarily responsible for the project, including resumes of key personnel.
4. A description of additional or alternative hardware or equipment that the contractor believes will need to be procured for furnishing of goods and services required under the contract.
5. A description of how Offeror proposes to service and upgrade the hardware, servers and storage for at least five (5) years following installation.
6. Detailed examples of how Offeror has furnished similar goods and services to other organizations, such as governmental organizations and higher education organizations.
7. Three recent references, either higher education institutions, business entities, or governmental organizations, for which Offeror has provided the type of services described herein, including the date(s) the services were furnished, the client names and addresses, and a contact name and phone number for the individuals at each client who IALR has permission to contact.
8. The same information as requested of Offeror must be provided for all subcontractors proposed to be used by Offeror. IALR reserves the right to contact any client listed for the subcontractors.
9. Confirmation of the firm’s capacity to perform the work based upon current and planned workload and schedules.
10. Confirmation of the firm’s ability to furnish goods and services under the contract within the required timeframe. Time is of the essence.

C. Offeror must provide a proposed cost or fee schedule for all goods and services to be provided under this contract, including design, coordination, installation, hardware, servers, storage, and updates, service and support during the term of the contract. Offerors should provide all information deemed necessary to explain or clarify Offeror’s cost or fee proposal.

D. Any other information that Offeror feels IALR should consider in evaluating the proposal.

E. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be sent or delivered to the IALR in an envelope or package that is sealed and clearly marked on the lower left-hand corner of the envelope or package with:

IT HARDWARE REFRESH PROPOSAL
VI. SELECTION PROCESS; EVALUATION CRITERIA

A. Selection Process. This RFP relates to the procurement of nonprofessional services under the Virginia Code. Pursuant to Section 2.2-4302.2 of the Code of Virginia, selection of the Contractor shall generally be as follows:

1. Factors to be considered by IALR in determining which offeror(s) will be selected for negotiations include, but are not necessarily limited to:
   a. The ability, capacity and skill of Offeror to timely perform the contract or furnish the goods and services and/or other items required;
   b. The quality of performance of Offeror and its team on previous contracts or services, whether similar or not;
   c. The quality of performance of Offeror and its team in performing prior projects similar in terms of size, scope, scale, duration, and otherwise to the contract to be awarded;
   d. The character, integrity, reputation, judgment, experience and efficiency of Offeror and its design team;
   e. The quality of the professional or business references supplied by Offeror;
   f. The ability, capacity or willingness of Offeror to complete the contract within time frames fixed by IALR;
   g. The offeror’s cost or fee proposal;
   h. The results of negotiations with Offerors;
   h. Any other lawful factors reasonably related to the subject of the contract to be awarded;
   i. Overall quality and value of the proposal as determined by IALR;
   j. The best value relative to IALR’s needs; and/or
   k. The best interests of IALR.

2. IALR shall engage in negotiations with two or more Offerors deemed to
be fully qualified and best suited among those submitting proposals (if there are
that many) on the basis of the factors involved in the RFP, including price and the
award criteria and scoring system referenced below, and the Offerors’ proposals.
3. Negotiations shall be conducted with each of Offerors selected (if there
are more than one). Price shall be considered, but will not be the sole determining
factor.
4. After negotiations have been conducted with each Offeror selected, IALR
will award the contract to Offeror that has made the best proposal and provides
the best value. Awards may be made to more than one Offeror.
5. Should IALR 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.
6. Offerors are advised that time is of the essence and that it is imperative
that all work required for the project be completed as soon as possible. If selected
for an interview, Offerors must be prepared to provide a tentative schedule
indicating the time frame within which all work can be completed. The
reasonableness of this proposed schedule, and any benefits derived therefrom, in
no way binds IALR to select Offeror who proposes the shortest or more
aggressive schedule.
7. IALR reserves the right to cancel this RFP, reject any and all proposals, to
waive any informality or irregularity in the proposals received, and to make the
award to Offeror whose proposal is deemed to be in the best interests of IALR.

B. Evaluation. IALR will use the following criteria to evaluate proposals. The
criteria are not necessarily given below in priority order.

**AWARD CRITERIA:**

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<th>POINTS</th>
<th>DESCRIPTION</th>
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<tr>
<td>50</td>
<td>General Qualifications: Offeror’s history, expertise, experience, financial viability, references, capability of providing goods or services at levels and within timeframe required by IALR, demonstrated capability to complete similar projects</td>
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<tr>
<td>25</td>
<td>Proposed Services: Strategies, methodologies, services offered in response to this RFP, ability to complete work on time while ensuring IALR operations are not compromised, clarity and completeness of proposal</td>
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<tr>
<td>25</td>
<td>Cost Proposal: Reasonableness and competitiveness of Offeror’s cost or fee proposal. IALR is not bound to select the lowest offeror, however. IALR shall negotiate fees and costs with Offerors as described herein</td>
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**TOTAL:** 100
C. **Award of Contract.** IALR will award the contract to the Offeror that has made the best proposal and provides the best value upon the negotiation of a fair and reasonable price and acceptable terms and conditions. Awards may be made to more than one Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this RFP and the contractor’s proposal as negotiated.

D. **Award Posting.** Upon the award or the announcement of the decision to award contract(s) as a result of this RFP, IALR will post notice of the award or decision to award on its website. Posting on IALR’s website is the only notice that will be provided of the award or decision to award contracts(s) pursuant to this RFP.

**VII. GENERAL TERMS AND CONDITIONS**

A. **ANTI-DISCRIMINATION:** By submitting their proposal, Offeror represents and warrants to IALR that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans With Disabilities Act, Section 2.2-4311 of the VPPA, and all other applicable federal, state and local anti-discrimination laws, codes, rules, and regulations. Without limiting the foregoing, during the performance of this contract, Offeror agrees as follows:

1. Offeror 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 or federal law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Offeror. Offeror agrees to post in conspicuous places, available to employees, notices setting forth the provisions of this nondiscrimination clause.

2. Offeror, in all solicitations or advertisements for employees placed by or on behalf of Offeror, will state that such Offeror is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

4. Offeror will include the provisions of the above 1, 2 and 3 in every subcontractor or purchase order over $10,000 in connection with this RFP, so that the provisions will be binding upon each subcontractor or vendor.

B. **DRUG-FREE WORKPLACE:** During the performance of the contract, Offeror agrees to (i) comply with the drug-free workplace provisions of Virginia Code 2.2-4312; (ii) provide a drug-free workplace for the Offeror’s employees; (iii) post in conspicuous places, available to employees, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Offeror’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iv) state in all advertisements or
solicitations for employees that the Offeror maintains a drug-free workplace; and (v) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000 in connection with this RFP, so that the provisions will be binding upon each subcontractor or vendor.

C. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting its proposal, Offeror represents and warrants that it does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

D. 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 a court of appropriate jurisdiction in the City of Danville, Virginia. Offeror shall comply with all applicable federal, state and local laws, codes, rules and regulations.

E. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offeror represents and warrants that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, or subcontractor in connection with their proposal, and that it has 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. Furthermore, the provisions, requirements, and prohibitions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Code, pertaining to bidders, offerors, contracts, and subcontractors, are applicable to this RFP and any resulting contract, as are the provisions, requirements, and prohibitions contained in Sections 2.2-3100 through 2.2-3131 of the Virginia Code.

F. QUALIFICATIONS OF OFFERORS: IALR may make such reasonable investigations as deemed proper and necessary to determine the ability of Offeror to provide the services/furnish the goods as required under this RFP, and Offeror shall furnish to IALR all such information and data for this purpose as may be requested. IALR reserves the right to inspect Offeror’s physical facilities prior to award to satisfy questions regarding Offeror’s capabilities. IALR further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy IALR 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.

G. DEBARMENT STATUS: By submitting its proposal, Offeror represents and warrants that it is 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 is it an agent of any person or entity that is currently so debarred.

H. NONDISCRIMINATION TOWARDS OFFERORS: A bidder, 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, or any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless IALR has made a written determination that employing ex-offenders on the specific contract is not in its best interest. IALR DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.
I. LICENSE REQUIREMENT; LEGAL COMPLIANCE: Offeror shall procure at its own expense all necessary licenses or permits to furnish the goods and services required under this RFP and shall conform to all laws, codes, regulations and ordinances applicable to the performance of the contract, and will pay all applicable federal and state taxes and comply with any law or ordinance. Without limiting the foregoing, Offeror shall pay any and all sales and use taxes assessed by any governmental authority with respect to the transactions contemplated by this Agreement.

J. INSURANCE: The successful Offeror shall, at its sole expense, obtain and maintain during the life of the contract insurance policies of the type, in the amount, and subject to the terms required by IALR, including without limitation: (i) commercial general liability insurance with minimum limits of liability of $2,000,000 combined single limit for any one occurrence; (ii) broad form contractual liability insurance, which shall include the indemnification obligation set forth in this RFP; (iii) workers’ compensation and employer’s liability insurance covering the selected offeror’s statutory obligation under the laws of the Commonwealth of Virginia; and (iv) automobile liability insurance with at least a $1,000,000 combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this contract. In addition, Offeror shall procure and maintain Network, Data Security and Privacy Insurance, with a minimum limit of $1,000,000 per claim and $1,000,000 annual aggregate, protecting IALR from the following exposures in connection with the contractor’s performance under this Agreement: (i) the theft, dissemination and/or unauthorized disclosure, access or use of confidential information and personally identifiable information (not limited to bank account information, Social Security Numbers, health information, credit card account, and confidential corporate information). Such insurance shall also include coverage for credit monitoring, notification expenses and other related costs associated with mitigating a data security or privacy breach; and (ii) the introduction of a computer virus into, or otherwise causing damage to, a computer, computer system, network or similar computer–related property and the data, software, and programs used thereon. Any required insurance policies shall be effective prior to the beginning of any work under this contract. In addition, (i) the offeror shall furnish IALR a certificate or certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies; (ii) the required certificate or certificates of insurance, excluding those for workers’ compensation and professional liability, shall name IALR and its officers, trustees, directors, volunteers, employees, and agents as additional insureds; (iii) the required certificate or certificates of insurance shall require 30 days advance, written notice to IALR before being cancelled; and (iv) any insurance company providing coverage under the contract shall be authorized to do business in the Commonwealth of Virginia.

K. WORKSITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth’s satisfaction at the Contractor’s expense.

L. SCC REGISTRATION: Pursuant to Virginia Code § 2.2-4311.2, Offeror must be registered with the State Corporation Commission if so required by Title 13.1 or Title 50 of the Virginia Code or otherwise required by law.

M. MINORITY CONTRACTING: It is the policy of IALR to maximize
participation by minority and women owned businesses, small businesses, and service
disabled veteran businesses in contracting opportunities.

VIII. SPECIAL TERMS AND CONDITIONS

A. ADVERTISING: In the event a contract is awarded for goods or services
resulting from this proposal, no indication of such sales or services to IALR will be used
in product literature or advertising by Offeror without the prior written consent of IALR.
Offeror shall not state in any of its advertising or product literature that IALR has
purchased or used its products or services without the prior written consent of IALR.
B. AUDIT: Offeror shall retain all books, records, and other documents relative to
the contract for five (5) years after final payment, or until audited by or on behalf of
IALR or the Commonwealth of Virginia, whichever is sooner. IALR, state auditors, or
independent auditors hired by either of them shall have full access to and the right to
examine any of said materials during said period.
C. PROPOSAL ACCEPTANCE PERIOD: Any offer in response to this solicitation
shall be valid for ninety (90) days. At the end of the ninety days, the offer may be
withdrawn at the written request of Offeror. If the offer is not promptly withdrawn
(within 5 business days) at that time, it remains in effect until an award is made or the
solicitation is canceled.
D. PRICE ADJUSTMENTS: There shall not be any increase in the contract price
under any circumstances unless such price increase is approved in writing by the
authorized IALR representative in advance of any work for which extra compensation is
requested.
E. UNREASONABLE/EXCESSIVE CHARGES: Charges which appear to be
unreasonable or which are in excess of either (i) the contract amount or (ii) any additional
amount approved in advance in writing by IALR will be researched and challenged, and
that portion of the invoice will be held in abeyance until the matter is resolved. Upon
determining that invoiced charges are not reasonable or are excessive, IALR shall
promptly notify Offeror, in writing, as to those charges which it considers unreasonable
or excessive and the basis for the determination.
F. PAYMENT: Invoices for goods or services shall be submitted by Offeror directly
to the payment address listed below:

Institute for Advanced Learning and Research
ATTN: Accounts Payable
150 Slayton Avenue
Danville, VA 24540

G. SUBCONTRACTS: Before any portion of the goods or services shall be
subcontracted, Offeror shall furnish IALR with the names, qualifications and experience
of their proposed subcontractor(s). IALR must be afforded the right to refuse any
subcontractor that Offeror has selected. Offeror shall remain fully liable and responsible
for all acts and omissions of subcontractors and for the goods or services supplied by its
subcontractor(s) and shall assure compliance with all requirements of the contract. Any
approved subcontract shall include any mandatory flow downs from the VPPA, including
without limitation the requirements of Virginia Code § 2.2-4354.
H. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions or other breach of the contract by Offeror, IALR may terminate the contract and/or procure the goods and services from other sources and hold Offeror responsible for any resulting additional purchase and administrative costs. These remedies shall be in addition to any other remedies which IALR may have under the contract, at law, or in equity.

I. CONTRACTUAL CLAIMS: The procedure for reviewing and resolving contractual claims and resolving contractual disputes shall be the procedure set forth in Virginia Code § 2.2-4363.C.

J. ASSIGNMENT OF CONTRACT: The contract shall not be assignable by Offeror in whole or in part without the written consent of IALR.

K. INDEPENDENT CONTRACTOR: Offeror shall not be an employee of the IALR but shall be an independent contractor. Nothing in the contract shall be construed as authority for Offeror to make commitments which shall bind IALR or to otherwise act on behalf of IALR, except as IALR may expressly authorize in writing.

L. CHANGES TO THE CONTRACT: No change shall be made to the contract except by written amendment executed by the authorized agents of each party.

M. CANCELLATION OF CONTRACT: IALR reserves the right to cancel and terminate any resulting contract(s), in part or in whole, without penalty, upon sixty (60) days written notice to Offeror. Any contract cancellation notice shall not relieve Offeror of the obligation to deliver and/or perform on all outstanding items prior to the effective date of cancellation. Any contract cancellation notice shall not relieve IALR from its obligation to pay for work performed prior to the effective date of cancellation.

N. CONTRACTOR’S AND SUBCONTRACTOR’S PERSONNEL: (a) Offeror shall be responsible for the errors, acts, and omissions of its employees and agents, and the employees and agents of any subcontractors, while on IALR premises or performing any work associated with the contract. (b) Offeror’s personnel will be required to comply with all rules and regulations governing the access to and use of IALR’s premises. (c) Offeror shall provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed under the contract. (d) It shall be Offeror’s responsibility to see that its employees use any equipment, materials and supplies in a safe and orderly manner and in accordance with the manufacturer’s instructions and guidelines and within all local, state and federal regulations. It shall be Offeror’s responsibility to ensure its employees and its subcontractor’s employees know and obey all OSHA, VOSA, EPA and other regulatory requirements. Compliance with all regulatory requirements is the sole responsibility of Offeror and/or subcontractors. The safety of Offeror’s and subcontractor’s employees is the exclusive responsibility of Offeror and subcontractors. (e) IALR reserves the right to request the removal of any of Offeror’s employees or agents or any of subcontractor’s employees or agents from the construction site at any time for reasonable cause. Offeror or the subcontractor shall have such employee leave the premises upon receipt of such request.

O. DAMAGE AND/OR THEFT OF PROPERTY: Offeror shall be responsible for any loss or damage to property including money, securities, merchandise, fixtures, and equipment belonging to the IALR or to any other person or organization, if any such loss
or damage was caused, in all or in part, by Offeror, its agents or employees, and/or its subcontractors.

P. HAZARDOUS MATERIALS: Offeror shall not, during the term of the contract, transport, dispose of, or release, on IALR’s property any hazardous substance, material, or waste. Offeror shall comply with all federal, state, and local laws, rules, and regulations relating to the storage, transportation, use, and disposal of hazardous materials, substance or waste.

Q. INDEMNIFICATION: Offeror shall indemnify and hold harmless IALR and its officers, agents, Trustees, directors, employees, and affiliates from and against any and all liability, losses, damages, claims, causes of action, suits of any nature (including suits by IALR against the Offeror), costs, and expenses, including reasonable attorney’s fees and consultant’s fees, resulting from or arising out of Offeror’s or its agent’s, and/or subcontractor’s errors, acts, or omissions in the furnishing of goods or services under the contract or any subcontract or any breaches of the contract or any subcontract. This indemnity provision shall cover and include, without limitation, fines and penalties for violations of federal, state or local laws or regulations; personal injury, wrongful death or property damage claims; breach of contract claims; indemnity claims; and other damages, losses and claims of any kind.

R. NON-EXCLUSIVENESS OF REMEDIES: Any right or remedy on behalf of the IALR provided for in any part of the contract, including but not limited to, any remedy for Offeror’s nonperformance or breach, shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.

S. SOVEREIGN IMMUNITY; PUBLIC POLICY: Nothing contained in the contract is intended to waive, or shall be construed as a waiver of, the sovereign immunity of IALR.

T. NON-WAIVER: The failure of IALR to insist upon strict performance of any of the terms or provisions of the contract or to exercise any option, right or remedy contained in the contract shall not be construed as a waiver or relinquishment for the future of such term, provision, option, right or remedy. The waiver by IALR of a breach of any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

U. CONFIDENTIALITY: Offeror acknowledges and agrees that it (and any other persons in its employment) must maintain the confidentiality of all IALR information, business affairs, programs, partners, vendors, finances, properties, intellectual property, trade secrets, methods of operation, computer programs, and documents, whether written, oral, or otherwise (hereinafter referred to as Confidential Information), to which he may come in contact with during or after the contract period. Offeror agrees that it will not at any time during or after the term of the contract use or disclose to any person any Confidential Information and that upon the termination of the contract it will turn over to IALR all documents, papers, and other matter in his possession or control that relate to IALR, including all electronic or hard copies. Offeror further agrees to bind his employees, agents, and subcontractors to the terms and conditions of the contract.

V. PROPRIETARY MATERIALS: All documents, plans, specifications, diagrams, schematics, and other deliverables produced by Offeror for IALR under the Contract shall be and remain the exclusive property of IALR and shall be used exclusively for the
benefit of IALR from the date of creation forward unless express written permission is
given by the Executive Director of IALR. Offeror further agrees that he will not sell,
transfer, publish, disclose or otherwise make the work product available to third parties
without the prior written consent of IALR’s Executive Director.

W. SECURITY. Identification codes and/or passwords may be required for Offeror to
access IALR’s network. Offeror will keep confidential any identification code and/or
password required to access the network, and Offeror will restrict access to such
identification codes and passwords to personnel in need of such information for work
under the contract. Offeror will notify IALR immediately if it has reason to believe that
unauthorized persons have obtained access to such identification codes or passwords.
Offeror will not permit any persons other than authorized personnel to access the network
or to enter, transmit or process transactions directly or indirectly into IALR’s network.

X. UPDATES. Offeror will provide complete and timely updates, service and
support for all hardware, servers, and storage, during term of the contract, and any
extensions of the term, all in a manner consistent with industry standards.

Y. WARRANTIES. Offeror will use professional practices in accordance with
industry standards in furnishing the goods and services under the contract. Offeror shall
perform all services in a good, competent, professional, and workmanlike manner in
accordance with the terms of the RFP and industry standards. Hardware, servers and
other goods will be furnished with all implied warranties and with industry-standard
express warranties.

Z. EXCLUSIVE TERMS. The Parties’ rights shall be governed exclusively by these
terms and conditions, which shall supersede any provisions, terms, and/or conditions
contained in any document that may have been, or might in the future be, sent by Offeror
or received by IALR. No additional or different terms stated in any document submitted
by Offeror will be binding upon IALR if those terms and conditions conflict with, are
inconsistent with, or are in addition to the terms and conditions contained herein, unless
expressly agreed to in writing by IALR. IALR expressly rejects any such additional or
different terms.

AA. TERM OF CONTRACT: This contract will extend for five (5) years following
installation of the hardware and servers for the purpose of IALR’s obtaining updates,
service and support. Thereafter. IALR may extend the agreement for up to three (3)
additional one year periods following the initial term of the contract, provided IALR
provides written notice of renewal to the contractor at least ninety (90) days prior to the
expiration of the then-current term. The renewal shall be on the same terms and
conditions of the contract.