



University of
Pittsburgh

**Request for Proposal
RFP No. FY2024-23291-SLA**

**Enterprise Storage 2024
For
Information Technology**

Issue Date: April 15, 2024

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ISSUE DATE: April 15, 2024

RFP No. FY2024-23291-SLA

ISSUING OFFICE:

University of Pittsburgh – of the
Commonwealth System of Higher Education
Purchasing Services Department
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4200 Fifth Avenue
Pittsburgh, PA 15260

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1. INTRODUCTION

1.1. Purpose

The University of Pittsburgh – Of the Commonwealth System of Higher Education (referred herein as the “University of Pittsburgh” or the “University”) is accepting proposals for **Enterprise Storage 2024** as specified herein. The intent of this Request for Proposal (“RFP”) and the ensuing process is to provide companies with the information, requirements, and specifications necessary for the preparation of a professional and comprehensive proposal. Specific terms and conditions are outlined.

The purpose of this request for proposal (RFP) is to solicit proposals from qualified vendors who can provide a future storage platform which meets the growing needs of enterprise and research storage while overcoming the challenges faced today.

Specific to this RFP, the University is seeking a first draft design and pricing proposal which shall:

- **Exceed** the capabilities of the current environment.
- Address identified challenges.
- Account for anticipated growth rate over 3 years.
- Address all technical requirements (see below and appendix).
- See Appendix C for additional details

Each of the above elements must be built into the proposed solution and pricing. In addition, a vendor’s proposed solution must itemize all hardware, software, and services specifications which are included in the price; along with any third-party products or services which are required to meet RFP’s requirements.

1.2. Background Information

The University is a 403(b) non-profit, nonsectarian, coeducational, state-related, public research university. The University is comprised of five campuses located throughout western Pennsylvania with an operating budget in excess of \$2.7 billion and more than \$1 billion in sponsored research. The University of Pittsburgh is accredited by the Middle States Association

of Colleges and Schools and additionally by various specialized accrediting Contractors. It is a member of the Association of American Universities, which is an organization comprised of 63 leading doctorate-granting research institutions in the United States and Canada.

Since its founding in 1787, the University of Pittsburgh has established itself as the most comprehensive educational complex in the region. It provides a wide range of academic programs and services for the Pittsburgh metropolitan area's population of 2.4 million. The University enrolls approximately 32,000 students, and it employs nearly 10,000 faculty members, research associates, and staff.

1.3. Additional Information

Selection of the successful Contractor will be based upon a variety of factors such as usability of the service, breadth of capabilities and price.

This RFP has been developed in response to the University of Pittsburgh's needs and contains specific requirements to be met by Contractor's proposed solution.

Modifications to proposals will only be permitted to the extent that the University may change the content of the RFP. Any modifications to proposals must be submitted in writing to the RFP Coordinator and received there no later than the response time and date specified in this RFP. Any request for the withdrawal of a proposal must be submitted in writing and received by the RFP Coordinator prior to the response time and date specified herein.

All proposals become the property of the University of Pittsburgh upon receipt. The opening of proposals will be a private session. To the extent reasonably possible, the University shall keep all proposals received confidential. Contractors will not receive any compensation or reimbursement of expenses for submitting a proposal pursuant to this RFP. All costs incurred in connection with this RFP are Contractor's sole responsibility. The University reserves the right to investigate and/or require additional information deemed pertinent by the University to fully evaluate and its proposal.

Contractor, by submitting a response to this RFP, certifies that this proposal was prepared and submitted without collusion with any other Contractor or employee of the University of Pittsburgh.

The University of Pittsburgh reserves the right to reject any or all proposals; to waive any informality in proposals; to negotiate with any or all Contractors, and, unless otherwise specified by Contractor, to accept any services contained in any proposal. The University reserves the right to add and/or delete any or all of the services requested. If a proposal is deemed acceptable by the University in its sole discretion, the University and the successful Contractor shall in good faith commence preparation of a definitive agreement (the "Definitive Agreement").

Proposal responses must be signed by an authorized officer of the Contractor to bind Contractor to the proposal's provisions. Proposals must remain in effect for a minimum period of one hundred eighty (180) calendar days as of the response date specified herein.

Contractor warrants that the prices for any goods/services identified in its response are not less favorable than those extended to any other customer (whether government or commercial) for the same or similar services in comparable situations.

By submitting their proposals, Contractors certify that they do not and will not during the performance of this agreement employ, recruit or refer for employment illegal alien workers or otherwise violate the provisions of section 274a Federal Immigration Reform and Control Act of 1986.

1.4. Timeline

The key dates for the RFP process are currently as follows:

Completed By:	Key Milestones	Comments
04/15/2024	Distribution of the RFP	Electronic copies of the RFP will be distributed to Contractors.
04/24/2024	Pre-Bid Meeting	
04/29/2024	Notification of Interest to Participate Form Due	Contractors must provide Participation Confirmation Form by noon (Eastern Time) to the University.
05/06/2024	Pre-proposal questions send to: erb176@pitt.edu	Contractor may submit one set of questions by noon (Eastern Time) to the University.
05/13/2024	Responses to Questions emailed to all participants by end of business day.	
06/03/2024	Proposals due	Contractors must provide the response to the RFP by noon (Eastern Time) to the University.
06/17/2024 06/21/2024	- Presentations by invitation only	Invited Contractors shall provide a presentation and a deep-dive Q&A session for the University.
07/08/2024	Finalist selected and post proposal negotiations	
TBD	Effective Date of Definitive Agreement	

The University reserves the right to amend this schedule as it deems necessary.

1.5. General Submission Requirements

Notification of Intent to Participate - All Contractors must complete and return via email the **Notification of Interest to Participate Form**, attached hereto as **Appendix A, no later than noon Eastern Time on 4/29/2024**. This form confirms that Contractor either who intends to participate and has received all of the materials and that all of the proposal requirements are understood and agreed to prior to preparation and submission of a proposal or that Contractor does not intend to participate and has notified the University that it declines to submit a proposal. Failure by a Contractor to either respond to or decline this RFP may result in Contractor being eliminated as a potential participant in connection with future requests for proposals by the University.

Detailed Submission Requirements - In order to receive consideration, responses to this RFP must follow the Detailed Submission Requirements set forth in Section 4 of this RFP.

Proposal Submissions - Contractors should submit **one (1)** electronic copy sent through email **no later than noon Eastern Time on 06/03/2024**. The proposals should be delivered to:

Email: erb176@pitt.edu

Proposals received at any other University office will not be considered. Please direct all questions concerning this RFP, in writing, to the RFP Coordinator identified on page three. Attempts to gain additional information by any other method may result in disqualification of Contractor. No party may meet privately with employees, officers or other representatives of the University to discuss any aspect of this RFP or Contractor's proposal.

Proposals received after the deadline may be rejected at the sole discretion of the University. The University assumes no responsibility for late delivery, for any reason whatsoever (i.e., weather or traffic conditions, illness, accident, delivery to wrong location, courier problems).

It is the objective of the University to obtain information from each Contractor that is uniform and complete. In order to evaluate each option in an efficient manner and to determine which Contractor is best able to meet all of the criteria being considered, information submitted for this RFP must follow the timeline and the specifications outlined below. The University, at any time and in its sole discretion, may amend or supplement the provisions of this RFP.

The University is under no obligation, either expressed or implied, to contract for any products or services as a result of this RFP. This RFP does not constitute an agreement on the part of the University to consummate any of the transactions contemplated hereby, and any such agreement is expressly conditioned on and subject to the mutual execution and delivery by the University and the successful Contractor of the Definitive Agreement. Each Contractor hereby acknowledges and agrees not to maintain any claims or institute any proceedings seeking to establish that any binding contractual relationship exists between it and the University with respect to this RFP.

1.6. Proprietary Information and Disclosure

Contractor agrees that any information disclosed by the University to Contractor for the purpose of this RFP shall be used only to complete Contractor's proposal. Contractor will keep the information confidential, will not disclose it to any third party, except as authorized by the University or as required by law, and will only disclose it to those within its organization who need to complete the proposal. Upon completion or termination of this proposal, Contractor shall return all such information to the University, or make such other disposition thereof as may be directed or approved by the University. No item furnished under this RFP, or products, plans, designs, or specifications for producing the same, which have been specifically designed for or by the University, shall be duplicated or used by Contractor. Contractor agrees that it will not, without prior written approval of the University, publicize this RFP or disclose, confirm or deny any details thereof to third parties, or use the University's name in connection with Contractor's sales promotion or publicity without prior written approval from the University. Nothing in this provision shall restrict Contractor's right to use or disclose any information which is or becomes generally known to the public without breach of this provision by Contractor, or is rightfully obtained without restriction from other sources.

1.7. University Policies and Procedures

It is incumbent upon all Contractors to familiarize themselves with the University's policies and procedures prior to the submission of a response to this RFP (i.e., non-discrimination, equal opportunity and affirmative action, sexual harassment, licensing and use of publisher name/logo, smoking, drug-free workplace/drug-free school). Contractors may access these policies at:

<https://www.ppt.pitt.edu/suppliers/info-suppliers>

1.8. Agreement/University's Standard Terms and Conditions

The intent of this RFP and the ensuing process is to provide companies with the information, requirements, and specifications necessary for the preparation of a professional and comprehensive proposal. Specific terms and conditions are outlined.

A Definitive Agreement shall be negotiated as part of the award process applicable to this RFP. The University may choose to use a form of Services Agreement attached as Attachment A. The University, however, may at its discretion choose to use a different form of agreement after reviewing the submitted proposals.

In the event that goods are to be included in the Definitive Agreement, the University's Standard Terms and Conditions may also apply and can be found at:

www.ppt.pitt.edu/sites/default/files/tc.pdf

Contractors are asked to become familiar with these documents and note exceptions to these terms and conditions in writing as part of Contractor's response to this RFP. The acceptance of these terms and conditions is a component of the award criteria. The University may require additional modifications/additions to these terms depending on, at a minimum, research requirements, final product selection, and facility concerns.

1.9. RFP Coordinator

The RFP Coordinator for this RFP is Erica Thieret. All communication with the University regarding this RFP shall only be directed to the RFP Coordinator.

1.10. Commercial Partnership

The University is interested in selectively establishing and strengthening business relationships with suppliers to the mutual benefit of both parties. Therefore, The University encourages Contractors to assess other areas that may provide increased interaction between the University and Contractors. Opportunities might include research projects, branding and advertising (including naming rights) shared asset utilization, internships, fellowships, philanthropy (scholarships and sponsorships) or any other programs that add additional value to the relationships for University Contractors as well as the University's campuses. Contractors should include business relationship suggestions in their proposal with a description of any existing relationships and ideas for new or expanded engagement. The University offers to assist Contractors and in the development and execution of these opportunities through the University's central corporate engagement staff at the Office of Economic Partnerships.

1.11. Utilization of Diverse Business Enterprises

The University actively and diligently promotes the effective use of Diverse Business Enterprises (DBEs) in its contracting and purchasing efforts. Contractors should indicate their certifications when submitting their responses. Contractors who are not Diverse Business Enterprises should outline their company's internal commitment to diversity and inclusion (e.g., hiring and recruitment strategies, supplier diversity initiatives, etc.) and how they align with the goals outlined in the Plan for Pitt (<https://www.planforpitt.pitt.edu/>). In addition, all respondents will be held to the University's goals for local and diverse purchasing (<https://www.ppt.pitt.edu/suppliers/diversity-initiatives>).

The University requires that all non-DBE Contractors demonstrate good faith efforts to obtain the participation of DBEs in work to be performed under the Definitive Agreement. In order to demonstrate this good faith commitment, all Contractors are required to detail the efforts made by Contractor to obtain such participation in their proposal. For example, how can a diverse or local third-party company be included in your proposal? What opportunities are there for Tier II participation to increase your DBE participation? Questions concerning the University's DBE participation program should be directed to the RFP Coordinator.

As an educational institution and as an employer, the University values equality of opportunity, human dignity, and racial/ethnic and cultural diversity. Accordingly, the University prohibits and will not engage in discrimination or harassment on the basis of race, color, religion, national origin, ancestry, age, sex, marital status, familial status, sexual orientation, disability, or status as a disabled veteran or veteran of the Vietnam era. Further, the University will continue to take affirmative steps to support and advance these values consistent with the University's mission.

The University of Pittsburgh has recently formed a partnership with [BEAM Collaborative](#) to work with the University and our vendors to develop strategic solutions aimed at increasing the diversity of our supply chain. Respondents to this RFP are strongly encouraged to contact BEAM, at no cost to you, prior to submission to learn more about the organization and the role it can play in developing mutually beneficial relationships between suppliers and minority owned businesses.

Note that if you are selected to move forward in the selection process, a mandatory ideation session with BEAM will be required to finalize diverse spend objectives.

Contact:

Joel Burstein, CEO

joel.burstein@beamcollaborative.org

Joe Massaro, Chief Strategy Officer

joe.massaro@beamcollaborative.org

1.12. Inclusion of Sustainability

The University encourages Contractors to identify people, products, services or processes that support the University's commitment to environmental stewardship as outlined in the Pitt Sustainability Plan (<https://www.sustainable.pitt.edu/meet-the-pitt-sustainability-plan/>). The University asks Contractors to consider Environmentally Preferred Purchasing ("EPP") in their proposals. Contractors should take into consideration the definition of EPP provided by the United States Environmental Protection Agency when preparing their responses.

Environmentally Preferred Purchasing is defined as:

products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. The product or service comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance or disposal. (EP 13101, Section 201).

Proposals with the attributes below are encouraged:

- Decrease waste or minimize energy demands
- Make use of post-consumer content
- Are recyclable/products with an end-of-life plan
- Are more easily repaired or updated (to avoid planned obsolescence)
- Come from more local sources or are domestically produced

Contractors should be sure to highlight if they:

- Have a written commitment to environmentally friendly practices and can demonstrate these values
- Use processes that do the least harm to the environment
- Provide an end-of-life plan or recycling/reusing options for their product
- Maintain their products while in the University's possession

Any environmental benefits provided, should be clearly identified and include supporting data. Benefits may include: reduced life cycle costs, reduced energy consumption, recycled content, overall recyclability, extended product life, and decreased maintenance.

2. CONTRACTOR RESPONSIBILITIES AND QUALIFICATIONS

2.1. Services to be Provided

Contractor is to provide services and goods as identified on Appendix C. Contractors may provide alternatives to this approach.

2.2. Qualifications

Contractor must be organized for the purpose of providing the services in a timely manner.

Contractor must have five years previous experience with providing comparable goods and services offerings.

Contractor must have a proven ability to start-up within 30 days of receipt of the Definitive Agreement, as evidenced by a signed Definitive Agreement.

Contractor must have qualified staff and equipment and materials to successfully complete the requirements. The University of Pittsburgh, at its discretion, may request an inspection of the Contractor's operation and personnel prior to execution of the Definitive Agreement.

Contractor must have the capability to supervise and monitor the process ensuring satisfactory provision of services. Contractor shall submit a list of three (3) references of comparable services offering from **existing** customers, including name of business, address, and contact person and phone number (Appendix D)

Contractor shall submit a list of three (3) references of comparable services offering from **previous** customers, including name of business, address, and contact person and phone number. A reason should be provided as to why Contractor believes the customer no longer is doing business with Contractor. Please do not supply references if the previous customer left due to either customer's business closing or no longer required said service as part of their business (Appendix D).

No contract shall be made by Contractor with any party for furnishing any of the work or services herein contained without the prior written approval of the University of Pittsburgh RFP Coordinator. However, this provision shall not require the approval of contracts of employment between Contractor and personnel assigned for services there under, or for parties named in the proposal and agreed to under any resulting contract.

Contractor is, for purposes arising out of a Definitive Agreement, an Independent Contractor and shall not be deemed an employee of the University of Pittsburgh. It is expressly understood and agreed that Contractor shall in no event, as a result of a Definitive Agreement, be entitled to any benefits to which University of Pittsburgh employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. Contractor hereby holds University of Pittsburgh harmless from any and all claims that may be made against University of Pittsburgh based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.

2.3. Contractor Responsibilities

Contractor shall furnish all necessary permits and insurance in its performance of the specifications.

Before commencement of the work, Contractor shall submit insurance policies or Certificates of Insurance evidencing that Contractor has obtained for the period of the Definitive Agreement, from companies authorized to transact business in Pennsylvania, insurance in the forms of coverage and minimum amounts specified below. Said insurance must contain an endorsement that the University of Pittsburgh is named as an additional insured in respect to the work covered hereunder and must provide that thirty days' notice be given to the University of Pittsburgh prior to cancellation or reduction in coverage of the policy. Certificates of insurance evidencing this coverage are required to be delivered to the RFP Coordinator prior to the commencement of work and approved by him/her.

A. WORKER'S COMPENSATION- Statutory (unlimited payments)

B. COMMERCIAL GENERAL LIABILITY

- (1) \$1,000,000 Each Occurrence;
- (2) \$2,000,000 General Aggregate;
- (3) \$1,000,000 Products & Completed Operations Aggregate;
- (4) \$1,000,000 Personal & Advertising Injury
- (5) \$100,000 Fire Damage (any one fire)
- (6) \$10,000 Medical Expense (any one person)

C. AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per Accident Coverage to include hired car and non-owned automobiles

D. EMPLOYER'S LIABILITY

\$1,000,000 Each Accident

\$1,000,000 Disease – Policy Limit

\$1,000,000 Disease – Each Employee

E. CYBER LIABILITY

\$10,000,000.00

Contractor shall, at its own expense, protect, defend, indemnify and hold harmless the University of Pittsburgh from all claims, damages, costs, lawsuits and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the University of Pittsburgh incur as a result of any criminal acts, intentional torts, acts or omissions which by statute give rise to strict liability, negligent acts or omissions of Contractor, its officers, employees or agents which may arise out of the Definitive Agreement.

It shall be Contractor's responsibility to visit the job site to check any conditions that may affect its proposal. Claims for allowances due to Contractor's error or negligence, in acquainting themselves with the site, shall not be recognized. By Contractor's act of submitting a proposal, the Contractor acknowledges that it has informed itself of all conditions.

Contractor shall be responsible to conduct all necessary site inspections and reference work to meet all responsibilities of the specifications, including inspection of all physical space affected by the specifications to verify all existing materials, operational dimensions, conditions and scope.

If the Contractor fails to provide the service when required and the University contracts with an alternate Contractor to provide the service Contractor must reimburse the University the difference in rate, only if the alternate's rate is higher.

3. ADDITIONAL INFORMATION

3.1. Term

The term of the Definitive Agreement will be for 3 year(s). The University reserves the right to cancel the Definitive Agreement at any time during that period by giving Contractor thirty (30) days written notice.

3.2. Mergers/Acquisitions

Should Contractor be acquired by or merge with, another entity during the RFP process, Contractor must immediately notify the RFP Coordinator. Included with the notification should be a letter reaffirming the terms and conditions of the RFP and signed by the principal of Contractor.

3.3. Non-Endorsement

If the proposal is accepted, Contractor shall not issue any news releases or other statements pertaining to the award or servicing of the Definitive Agreement that state or imply the University of Pittsburgh's endorsement of Contractor's services, without prior approval of the University of Pittsburgh.

3.4. Exceptions

Indicate any exceptions, exclusions, unusual cases or deviations from the specifications and requirements contained in this RFP. If no exceptions are to be included, the proposal should specify "none". Unless exceptions are stated in writing upon submission of proposal, the University of Pittsburgh assumes Contractor acceptance of the content of this RFP and any addenda thereto, if any, in the event of execution of a Definitive Agreement.

3.5. Third Party Software or Hardware Products

Third parties (including any affiliated parties) with which Contractor has a special business relationship and which provides functionality described in the requirements for this proposal or which extends functionality beyond native functionality of the delivered applications. For every product listed, include the name of the provider of the product (software/hardware), a description of the business relationship with Contractor, and a description of the product's functionality and fit with the proposed applications.

3.6. Supplemental Information

Provide any supplemental information, which is pertinent to the evaluation of the proposal, under this. The University will consider any additional suggestions if Contractor includes sufficient explanation and justification. If no supplemental information is to be included, the proposal should specify "none".

4. DETAILED SUBMISSION REQUIREMENTS

4.1. Required Information

All Contractors should provide the information as specified in Section 4.2 below. Only information received in response to this RFP will be evaluated. Reference to information previously submitted to the University will not be considered. **Failure to respond in full can be reason for rejecting the proposal in whole or in part at the discretion of the University.**

There is no intent to limit proposal content and any supplemental data deemed pertinent may be included in the "Supplemental Information" section of Contractor's proposal.

In submitting a proposal, Contractor agrees that the proposal remains valid for one hundred eighty (180) calendar days after the closing date of submission of proposals and may be extended beyond that time by mutual agreement. Strict compliance with this proposal format is essential to facilitate the evaluation process. Accordingly, the University of Pittsburgh reserves the right to reject any proposal which is either incomplete or does not conform to these instructions.

4.2. Proposal Format

The proposal should consist of the following sections:

Submission Authorization Form - The Submission Authorization Form attached hereto as **Appendix B** must be signed and dated by an authorized representative of Contractor.

Specifications – Price Quote, Appendix C

Contractor References, Appendix D

Contractor Analysis Request, Appendix E

5. AWARD CRITERIA

Award criteria will include, but are not be limited to the following:

Pricing (Appendix C)

Response to Contractor Analysis Request (Appendix E)

Completeness of Proposal

Technical Requirements

Quality Systems

Information Technology Requirements

Favorable reference data (Appendix D)

Agreement to University Services Agreement (Attachment A) and Standard Terms and Conditions

The University of Pittsburgh reserves the right to make the final decision regarding selection of Contractor(s). The awarding of Definitive Agreements to selected Contractor(s), if any, will be based solely on the judgment of the University of Pittsburgh.

APPENDIX A

Notification of Interest to Participate
(Due no later than noon, Eastern Time, on 4/29/2024)

EMAIL: erb176@pitt.edu

ATTN: Erica Thieret RE: RFP No: FY2024-23291-SLA

Contractor Name			
Authorized Representative			
Address			
City, State, Zip Code			
Phone:		Fax:	

Contractor represents that it is (Check One)

<input type="checkbox"/>	Small Business
<input type="checkbox"/>	Minority-owned Business Enterprise (Check One)
<input type="checkbox"/>	Black American
<input type="checkbox"/>	Native American Indian
<input type="checkbox"/>	Hispanic American
<input type="checkbox"/>	Asian Pacific American
<input type="checkbox"/>	Veteran-Owned Business
<input type="checkbox"/>	Woman-Owned Business Enterprise
<input type="checkbox"/>	Other (Please Specify)

Yes, we **will** be submitting a responseNo thank you, we **will not** be submitting a response:

If Contractor has chosen not to submit a response, please provide a brief explanation:

Signature:	
Authorized Representative (Printed):	
Authorized Representative (Title):	
Authorized Representative (Signature):	
Date:	

APPENDIX B**SUBMISSION AUTHORIZATION FORM**

RFP No. FY2024-23291-SLA

Contractor's Name	
Street Address	
City, State, Zip Code	

Instructions: Contractor's authorized representative shall initial each section below as an acknowledgment of receipt and understanding of the RFP

_____ Section 1: Introduction
_____ Section 2: University Information
_____ Section 3: General Information
_____ Section 4: Submission Requirements
_____ Appendices A-F
_____ University of Pittsburgh Policies and Procedures
_____ University of Pittsburgh Agreement/Standard Terms and Conditions

Instructions: Please submit the following information, if applicable

_____ MBE/WBE certificate, if applicable.
_____ Most Recent Annual Report

Principal Owners & Officers – Name:	Principal Owners & Officers – Title:

Primary Contact Name:		
Address		
City, State, Zip Code		
Phone:	Fax:	E-mail

Contractor hereby represents that it has not participated in any unethical conduct in connection with the RFP. In submitting a response, Contractor(s) agrees not to discuss or otherwise reveal its functional or cost information to any other source(s), until after the award of a Definitive Agreement. Contractor hereby certifies that its proposal has not been arrived at collusively or otherwise in violation of any Federal or State anti-trust laws. If, at any time, the University determines that Contractor is in violation of the foregoing representations, the University may have no further obligation to Contractor.

This Submission Authorization Form has been duly executed and delivered on behalf of Contractor by an authorized representative.

Authorized Representative Name- Print		
Authorized Representative Title- Print		
Phone:	Fax:	E-mail
Authorized Representative - Signature		
Date		

Specifications / Price Quote

The purpose of this request for proposal (RFP) is to solicit from qualified vendors who can provide a future storage platform that meets the growing needs of enterprise and research storage while overcoming the challenges faced today. The storage platform should be a unified solution enabling seamless access to data from standard and high-performance clients, without requiring manual data movement or duplication, and supporting different storage tiers and protocols such as NFS, SMB, iSCSI, and S3. The storage platform should also be scalable, reliable, secure, and cost-effective.

Design and Technical Requirements

Pitt is requesting a first draft design and pricing proposal for future storage platform solution to exceed capabilities of the current environment, address identified challenges, account for anticipated growth rate over 3 years, and technical requirements (below and appendix). The solution needs to be itemized for hardware, software, and services specifications included in the price; third party products to meet requirements should be built-in to the solution and pricing noted as needed.

Current Storage Environment

The current storage environment poses several challenges and limitations:

- Lack of integration and interoperability among different storage systems, resulting in data silos, duplication, and inconsistency.
- Lack of flexibility and agility to accommodate changing needs resulting in underutilization and overprovisioning of storage resources.
- Lack of efficiency and optimization to reduce storage costs, improve storage performance, and enhance storage security. The challenges with current storage costs have resulted in proliferation of independent and inexpensive storage systems.
- Lack of uniform visibility and control over the storage environment, increasing difficulty managing and monitoring storage operations and performance.
- Current HPC storage system architecture cannot support and is not performant for data-intensive workflows such as AI, ML, and GPU-based workloads.
- HPC file storage does not support a high degree of concurrency, causing the storage systems to be held up by a few large jobs running at the same time.
- Does not have a mechanism such as QoS to limit or guarantee the performance for different users or groups.
- Lack of flexibility to chargeback departments and end users for storage usage with the right level of granularity, holistically across the entire storage environment.
- HPC storage lacks a data protection and recovery solution, outside of snapshots, with cost driving this challenge. Likewise, while Enterprise Data Storage has a replicated secondary cluster for data protection and recovery, its cost limits flexibility to expand the primary cluster.

Data Management and Archiving

Starfish: Utilized on enterprise and research storage solutions. Performs regular scans of the data to generate reports on the data with capability for data movement. Data movement today happens through Starfish for Data Archiving service offered by Pitt IT. The goal of the Data Archiving is to entice end users to archive data not accessed or modified within 2 years to less expensive storage in AWS or Azure. Today, Data Archiving Service has migrated 63.68TB enterprise data to cloud archive; potential - 854TB enterprise and 2,296TB research.

<https://starfishstorage.com/>

<https://www.technology.pitt.edu/service/archiving-service>

Data Transfer Service

Globus: The data transfer service, powered by Globus, acts to bridge enterprise, research, and cloud storage, without the need for end users to manage and understand the underlying infrastructure. End users can move and share data across on-premises and cloud storage, as well as with institutions, researchers, and associates, using this service. Globus is connected to Enterprise Data Storage, High Performance Computing Storage, OneDrive, Google Drive, SharePoint, AWS Cloud, and Azure Cloud Storage systems.

<https://www.globus.org/>

<https://services.pitt.edu/TDClient/33/Portal/Requests/ServiceDet?ID=214>

Enterprise Data Storage

5-year-old NAS and SAN solutions providing file and block storage.

Capacity: 3.7 PB Primary, 3.7 Secondary Replicated Clusters

Annual Growth Rate: 600TB per cluster

NAS: 2 Dell Isilon: Provides traditional unstructured file storage for shared folders and documents, and multi-media content. A primary cluster provides direct end user access to data with a second replicated cluster for failover and data recovery, beyond snapshotting. The cluster supports over 2,000 connected clients, with approximately 300 active clients. The primary leveraged protocol is SMB while also supporting a dozen NFS exports.

Utilization: 3.7 PB and is 84% utilized. 921 TB of deduplicated data

The primary Isilon cluster is a 28-node cluster comprised of H500 nodes (mid-speed tier) and A2000 nodes (archive tier). The University leverages snapshots for previous version recovery of files and folders. In addition, replication of data occurs nightly to a second cluster for overall protection and failover capabilities. The secondary cluster is 16 nodes comprised of all A2000 nodes. Superna is utilized for ransomware protection as well as failover configuration in the event the primary cluster experiences an outage. Multiple name space aliases are used, primarily for migrating file servers to Isilon while retaining the original fully qualified domain name (FQDN). Today, this is accomplished by leveraging Dell Isilon Smart Connect zones. Likewise, Isilon is part of DFS name space utilized by a sub-set of departments to maintain existing endpoint share paths. Multiple access zones are utilized, with a restrictive zone for sensitive data where all data is encrypted at transit and at rest. Clients are only able to connect to the restrictive zone if they are SMB3 capable. This is enforced on the Isilon cluster and will reject any client that is not compliant. Additionally, there are checks on the device through the VPN client to only permit Pitt Managed devices with up-to-date operating system patches and antivirus definitions. Primarily used as windows files servers, there are also clients that connect to the non-restricted zone utilizing NFS, S3, and SMBv2. Quotas with soft and hard limits are leveraged with multiple actions possible depending on the scenario, like notifications or preventing additional storage to be added. Automated billing to external departments is achieved via API calls to the system to gather utilization metrics. The system is integrated with Active Directory with permissions configured via AD group membership.

SAN: 1 Dell Unity: Block storage for direct attached storage utilizing fiber connections to servers and VMware LUNs for virtual server infrastructure. The primary production SAN resides at the Data Center with a replication target located at our disaster recovery site. We have 30 direct attached hosts that are a combination of ESXi, databases, syslog, and higher end app servers.

Primary Site - Unity 880 - 244 TB and is 34% utilized.

Secondary Site - Unity 480 - 250 TB and is 56% utilized.

High Performance Computing Storage

The University has approximately 700 NFS/BGFS clients and the following storage systems. The HPC jobs are coordinated via a batch scheduler; The University utilizes Slurm for this.

Total Capacity: ~ 8 PB

Annual Growth Rate: 1 PB

NAS: 1 Dell Isilon: 12-year-old Dell Isilon 4 node cluster raw capacity of 130TB used for user home directories. There are approximately 8,000 accounts set up on the system. Snapshots on the system are run daily with a 1-week retention period. Currently this is the only system that utilizes traditional backups via Veritas NetBackup. Users access this data via NFSv3. Each Isilon node is connected to Ethernet with a 10Gb interface.

Capacity: 130TB Raw

NAS: 2 Custom-built identical ZFS based systems: named ZFS1 and ZFS2, are also utilized that were built from Penguin storage-oriented hardware but is not a turn-key software solution on RHEL with OpenZFS. Each system has 384TB usable capacity. LZ4 compression is used, and we observe approximately 1.5X compression ratios on each machine. Daily snapshots taken with 1 week retention policy. These systems are used for project-based storage that users directly compute from. Users access this data via NFSv4 with NFSv4 ACLs in use. Each of these systems is connected via Ethernet with two bonded 10Gb ports per system.

Capacity: 384TB Usable

NAS: 3 IX M50-HA turn-key ZFS-based systems: two of these systems are attached to the general purpose HPC clusters and have nearly identical configurations with approximately 3PB of usable storage on each. The third system is approximately 500TB in usable storage and is dedicated to a small HIPAA environment. Daily snapshots taken with 1 week retention policy. These systems are used for project-based storage that users directly compute from. Users access this data via NFSv4 with NFSv4 ACLs in use. LZ4 compression is used, and we observe approximately 1.5X compression ratios on each system. Each of these systems is connected via Ethernet with two bonded 25Gb ports per system.

Capacity: 6.5 PB (2 -3 PB) Usable and 1 500TB HIPAA

NAS: 1 4-node BGFS system, vended/supported by Penguin in conjunction with ThinkParq: These systems use pacemaker/corosync to provide to provide HA. The underlying file system is ZFS. These systems are used for project-based storage that users directly compute from. Users access this data via the BGFS file system driver. Quotas and POSIX ACLs enabled and in use. Each node is triple-homed to 100Gbit ethernet, 100Gbit OmniPath, 100Gbit InfiniBand. The University intends to sunset OmniPath, so there is no need for the proposed solution to support it.

Capacity: Usable capacity of 1.3PB. Compression is enabled and we see about 1.7X compression rates.

Enterprise Storage File types

Space utilization by file type category:

File type category	Size MiB	Percent
ARCHIVE/COMPRESSION	1,418,092,459	63.50%
VIDEO	363,124,644	16.26%
DATA	216,121,980	9.68%
TEXT	123,609,769	5.53%
IMAGE	65,243,577	2.92%
AUDIO	22,715,509	1.02%
SPREADSHEET	9,913,544	0.44%
PRESENTATION	7,748,536	0.35%
MISCELLANEOUS	6,734,119	0.30%
WEB	49,083	0.00%
PROGRAMMING	4,135	0.00%
Grand Total	2,233,357,355	

File count by file type category:

File type Category	File count	Percent
ARCHIVE/COMPRESSION	246,650,990	31.60%
TEXT	193,278,324	24.76%
IMAGE	180,049,557	23.06%
DATA	148,470,934	19.02%
SPREADSHEET	4,039,872	0.52%
AUDIO	3,975,010	0.51%
VIDEO	2,133,146	0.27%
WEB	611,234	0.08%
MISCELLANEOUS	600,032	0.08%
PRESENTATION	572,280	0.07%
PROGRAMMING	238,573	0.03%
Grand Total	780,619,952	

Please see and complete the attached requirements spreadsheet.

APPENDIX D

**CONTRACTOR REFERENCES FORM
RFP No. FY2024-23291-SLA**

Complete the following information in detail. If necessary, attach additional information or data that will assist in evaluating the questionnaire. The submission of this document shall constitute permission for the University of Pittsburgh to check, verify and have certified all information contained herein.

List three (3) companies or clients to whom Contractor has provided similar services in scope and size to this RFP. Minimum annual sales volume for these references should be \$25,000. If Contractor does business with other educational institutions, please include these as references.

Company Name _____
Address _____
Contact Person _____ Title _____
Telephone No. () _____ Fax _____
Email Address _____
Sales Volume _____
Number of Years Contractor Has Provided Service to this Company _____

Company Name _____
Address _____
Contact Person _____ Title _____
Telephone No. () _____ Fax _____
Email Address _____
Sales Volume _____
Number of Years Contractor Has Provided Service to this Company _____

Company Name _____
Address _____
Contact Person _____ Title _____
Telephone No. () _____ Fax _____
Email Address _____
Sales Volume _____
Number of Years Contractor Has Provided Service to this Company _____

Next, provide information on companies Contractor has done business with but no longer do business with. Please provide this information for the past three years. If this does not apply, state "N/A" next to Company Name.

Company Name _____
Address _____
Contact Person _____ Title _____
Telephone No. () _____ Fax _____
Email Address _____
Sales Volume _____
Number of Years Contractor Has Provided Service to this Company _____

Reason(s) for discontinuing business with this Company:

APPENDIX D (cont.)

Company Name _____
Address _____
Contact Person _____ Title _____
Telephone No. () _____ Fax _____
Sales Volume _____
Number of Years Contractor Has Provided Service to this Company _____
Reason(s) for discontinuing business with this Company:

Company Name _____
Address _____
Contact Person _____ Title _____
Telephone No. () _____ Fax _____
Email Address _____
Sales Volume _____
Number of Years Contractor Has Provided Service to this Company _____
Reason(s) for discontinuing business with this Company:

APPENDIX E

**CONTRACTOR ANALYSIS REQUEST
RFP No. FY2024-23291-SLA**

Contractor should detail in this section all pertinent information relating to Contractor as summarized below:

Structure

Please provide corporate mission statement and strategic direction of the products and services as this relates both to the overall Contractor and to the appropriate Contractor division. Include the long-term plan for addressing emerging technology.

Please provide information of any alliance or affiliation with which the organization partners (e.g., standard groups or industry groups).

Please provide information on Contractor's performance against others in the higher education sector and the overall market.

Please provide information on how much Contractor spent on research and development for its product offering as a percentage of revenue for the last two years.

Please identify any special conditions which may have a significant impact on the operation of Contractor (e.g., ownership or management changes, lawsuits, contract terminations, patent expirations, etc.)

Please indicate any changes in ownership during the last five years.

Please describe Contractor's quality control processes, along with any relevant certifications (e.g., ISO certifications).

Location

The term "Location" relates to the location and size of operations at the head office and any regional offices that will specifically support the University. For each location, please provide the number of employees by function (technical and non-technical).

Growth

The term "Growth" relates to the manner in which Contractor has progressed since its inception. Please provide the following information:

The year the Contractor was first established.

The size of the Contractor.

The history in sales over the last five years.

Experience

The term "Experience" relates to the relative experience Contractor has in terms of a specifications of this size. Please provide information as to other similar sized projects.

Maintenance and Support

Contractors are required to provide the following information related to the support and maintenance of the proposed solution:

Options available for support, names and addresses of agents (if any) in the region.

Relevant response time metrics (i.e., average time required to resolve "production down" support calls, average number of outstanding requests for help support.).

Standard hours during which support will be provided and out-of-hours support options and costs.

Uptime guarantees.

Number of staff in the support team and average product support experience for support team members.

Customer complaint data and problem resolution processes.

Other Information

Please provide any other information Contractor believes may assist the University in considering Contractor's proposal. This section should include any known weaknesses that the proposed solution may have in terms of functionality, implementation success, and/or training. Otherwise, there is no limitation to the amount or type of material Contractor may provide in this section.

Attachment A**Services Agreement**

This Services Agreement (the "Agreement") is entered into as of [DATE] (the "Effective Date") by the University of Pittsburgh – Of the Commonwealth System of Higher Education, a Pennsylvania non-profit corporation, with offices at 4200 Fifth Avenue, Pittsburgh, PA 15260 (the "University") and [NAME OF PROVIDER], with offices at [ADDRESS] (the "Provider").

1. **Scope of Services.** Provider shall provide to the University the services (the "Services") set out in one or more Scope of Services to be issued by the University and accepted by Provider (each, a "Scope of Service" or "SOS"). The initial accepted Scope of Services is attached hereto as Schedule A. Additional Scope of Services shall be deemed issued and accepted only if signed by authorized representatives of each party to this Agreement.

2. **Fees; Payment Terms.**
 - a. In consideration of the provision of the Services by the Provider and the rights granted to the University under this Agreement, the University shall pay the fees set forth in the applicable Scope of Services. Payment to Provider of such fees and the reimbursement of expenses, if any, pursuant to this Section 2 shall constitute payment in full for the performance of the Services, and, the University shall not be responsible for paying any other fees, costs or expenses.

 - b. The University agrees to reimburse Provider for all actual, documented and reasonable travel and out-of-pocket expenses incurred by Provider in connection with the performance of the Services that have been approved in advance in writing by the University and as further detailed in the applicable Scope of Services.

 - c. Provider shall issue invoices to the University only in accordance with the terms of this Section, and the University shall pay all properly invoiced amounts due to Provider within 30 days after the University's receipt of such invoice, except for any amounts disputed by the University in good faith. All payments hereunder shall be in US dollars and made by check or wire transfer.

3. **Term and Termination.**
 - a. This Agreement shall commence as of the Effective Date and shall continue thereafter for a period of [INSERT TERM] (the "Term"), unless sooner terminated pursuant to Sections 3(b) or 3(c) below.

 - b. The University, in its sole discretion, may terminate this Agreement, in whole or in part, at any time without cause, and without liability except for required payment for services rendered, and reimbursement for authorized expenses incurred, prior to the termination date, by providing at least fifteen (15) days' prior written notice to Provider.

 - c. Either party may terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party:

- i. Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; or
 - ii. Becomes insolvent or admits its inability to pay its debts generally as they become due; becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; is dissolved or liquidated or takes any corporate action for such purpose; makes a general assignment for the benefit of creditors; or has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- d. Upon expiration or termination of this Agreement for any reason, Provider shall promptly:
 - i. Deliver to the University all documents, work product and other materials, whether or not complete, prepared by or on behalf of Provider in the course of performing the Services for which the University has paid;
 - ii. Return to the University all University-owned property, equipment or materials in its possession or control;
 - iii. Remove any Provider-owned property, equipment or materials located at the University's locations;
 - iv. Provide reasonable cooperation and assistance to University, upon University's written request and at University's expense, in transitioning the Services to an alternate service provider; and
 - v. On a pro rata basis, repay all fees and expenses paid in advance by the University for any Services which have not been provided;

4. **Provider Obligations.** Provider shall:

- a. Before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses and consents and comply with all laws, ordinances, codes and regulations of any federal, state, county or municipal government, bureau or department applicable to the provision of the Services.
- b. Prior to any Provider personnel performing any Services hereunder, ensure that such personnel have the legal right to work in the United States.
- c. Comply with, and ensure that all Provider personnel comply with, applicable University policies and procedures (<https://www.ppt.pitt.edu/about-us/policies>) in connection with rendering Services hereunder and comply with any other requirements imposed by the University relating to access, safety and security in connection with the Services from the time the University gives Provider notice of the same.

- d. Obtain the University's written approval prior to entering into agreements with or otherwise engaging any person, including all subcontractors and affiliates of Provider, other than Provider's employees, to provide any Services and deliverables to the University (each such approved subcontractor or other third party, a "Permitted Subcontractor"). The University's approval shall not relieve Provider of its obligations under this Agreement, and Provider shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Provider's own employees. Nothing contained in this Agreement shall create any contractual relationship between the University and any Provider subcontractor or supplier.

- e. Prior to the first entry of each and every one of Provider's employees, agents, representatives and sub-contractors (collectively, the "Personnel") to University's premises, Provider shall, at Provider's sole expense, collect on, or require of, each and every one of Provider's Personnel who may be present at any time on the University's premises (not including loading dock areas) all the following information obtained and dated within the immediately preceding one (1) year period: (1) a Pennsylvania State Police Criminal Record Check, consisting of a report of criminal history record information from the Pennsylvania State Police ("PSP") or a statement from PSP that the PSP central repository contains no such information relating to that person; (2) a Pennsylvania Department of Human Services Child Abuse Clearance, consisting of a certification from the Pennsylvania Department of Human Services as to whether that person is named in the Statewide database as the alleged perpetrator in a pending child abuse investigation or as the perpetrator of a founded report of child abuse or indicated report of child abuse; and (3) a report of federal criminal history record information in the form of an FBI Fingerprint Criminal History Clearance (collectively the "Clearances"). Provider shall also perform on or collect from each of such Personnel new Clearances within thirty-six (36) months after the date of the most recent relevant Clearances. Based at least in part on Provider's review of the Clearances, Provider warrants that the Personnel are and at all times will be suitable for entry onto the University's premises and to have direct contact (defined by Pennsylvania law as a person who cares for, guides, supervises or controls, or who has routine contact with, minors) with minors under the age of 18 and perform duties and/or exercise rights hereunder. Unsuitable persons include, but are not limited to, any person whose screening reveals information that would prohibit that person from working with minors under Pennsylvania law. Provider also warrants that each of the Personnel who Provider deems suitable shall be required to timely report, within seventy-two (72) hours, any new arrests or convictions (as well as any notification that the Personnel have been named as a perpetrator in a report of child abuse made to any government department or agency authorized to investigate such reports) to Provider, and that Provider shall then immediately report the same to the University. Should Provider receive such a report or otherwise reasonably suspect that one of the Personnel is no longer suitable, Provider shall reevaluate such person's continued suitability consistent with the above. Provider warrants that Provider will abide by applicable laws in making suitability determinations and in reporting suspected child abuse and shall also immediately report any suspected abuse occurring on the University's premises or involving University-related personnel to the University Police. During the term of the Agreement, upon request by the University from time to time and during regular business hours, the University or its representatives may at its own expense (unless otherwise provided herein) inspect and audit Provider's books, records and other documents or electronic media as necessary to verify

compliance with the Clearances requirements and other terms and conditions of the Agreement. If the University's review determines that Provider has failed to comply with the Clearances requirements and/or other terms and conditions of the Agreement, such failure shall constitute a material breach of the Agreement and the University shall, in its sole discretion, have the right to immediately terminate the Agreement. In the event of such failure, Provider shall also pay any and all costs and expenses incurred by the University, whether for the University's own personnel or its representatives, in conducting its review.

5. University Obligations. The University shall:

- a. cooperate in good faith with Provider in all matters relating to the Services; and
- b. respond to Provider's reasonable requests for instructions, information or approvals required by Provider to provide the Services in accordance with this Agreement;

6. Intellectual Property.

- a. **Work Product.** Any and all reports, documentation, files, media and other materials created or produced by Provider in connection with the Services rendered hereunder shall be deemed "Work Product."
- b. **Work Made for Hire.** The Work Product shall constitute works-made-for-hire belonging exclusively to the University. To the extent that any Work Product does not constitute a work-made-for-hire owned by the University, Provider agrees to assign and transfer, and hereby does assign and transfer, all of its right, title and interest in such Work Product to the University.
- c. **Modifications to Work Product.** The University retains the right to modify the Work Product or to merge the Work Product into other documents or other materials owned or utilized by the University.
- d. **Provider Proprietary Material.** University does not under this Agreement acquire any ownership rights in and/or to any software, documentation, tools, techniques, methodologies or other material which has not or is not created as part of the Services to be rendered hereunder which is proprietary to Provider ("Provider Proprietary Material"). However, if Provider incorporates any Provider Proprietary Material into any Work Product, or any of the Work Product requires Provider Proprietary Material in order to operate or otherwise be useable by the University, Provider hereby grants the University a non-exclusive, royalty free, fully paid, perpetual, irrevocable license to use the Provider Proprietary Material as part of the Work Product.
- e. **Third Party Proprietary Material.** University does not under this Agreement acquire any ownership rights in and/or to any software, documentation, tools, techniques, methodologies or other material which is proprietary to any third party ("Third Party Proprietary Material"). The University shall be responsible for obtaining any necessary licenses for Third Party Proprietary Material. Provider may not incorporate any Third Party Proprietary Material into the Work Product without the prior written consent of the University.

7. Confidentiality.

- a. Each party (the "Receiving Party") shall keep confidential any information of a non-public, confidential or proprietary nature (collectively, "Confidential Information") received from the other party (the "Disclosing Party"). Confidential Information, if in tangible or readable form, shall be marked as such at the time of disclosure and if disclosed orally, shall be reduced to writing and marked confidential within thirty (30) days after disclosure. The Disclosing Party's failure to mark information as confidential or to notify the Receiving Party that oral information is confidential will not affect the information's confidential nature or waive the Disclosing Party's rights or the Receiving Party's obligations with respect to the information.
- b. Confidential Information shall not include information which (i) is or becomes publicly available other than as a result of a disclosure by the Receiving Party or its representatives; (ii) was received by the Receiving Party from a third party having no obligations of confidentiality to the Disclosing Party and who is lawfully in possession of such information; or (iii) was in the Receiving Party's possession prior to disclosure or was developed independently from such Confidential Information, as is shown by competent evidence.
- c. The Receiving Party shall (i) hold the Confidential Information in confidence using the same care it affords its own confidential information, but not less than a reasonable degree of care; (ii) use the Confidential Information only for the performance of this Agreement; and (iii) restrict disclosure of the Confidential Information to employees whose duties justify the need to know the Confidential Information in furtherance of the performance of this Agreement and who are advised as to the confidential nature of the information and required to comply with the provisions of this Agreement. The Receiving Party shall not provide any third parties with access to the Confidential Information unless such third party has agreed to be bound by confidentiality and nondisclosure obligations in a form of an agreement acceptable to the Disclosing Party.
- d. If the Receiving Party is required to disclose Confidential Information by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons or other legal process, the Receiving Party shall provide the Disclosing Party with prompt written notice of such required disclosure so that the Disclosing Party may seek a protective order or take other appropriate action.
- e. Upon termination of this Agreement or the Disclosing Party's request, (i) original sources of Confidential Information shall be promptly returned to the Disclosing Party and (ii) all copies of such sources, including, but not limited to, all summaries, abstracts, drawings, notes or other records or data prepared by or for the Receiving Party which contains any Confidential Information in any form, shall be destroyed, with such destruction confirmed in writing.
- f. The Receiving Party acknowledges that monetary damages may be inadequate to compensate for any breach of the Disclosing Party's confidentiality obligations. The Receiving Party agrees that any such breach or threatened breach may cause irreparable injury to the Disclosing Party and that the Disclosing Party shall be entitled to such injunctive or equitable relief as may be deemed proper by a court of

competent jurisdiction with respect to the Disclosing Party's Confidential Information, without proof of actual damages.

- g. The Receiving Party shall immediately notify the Disclosing Party in writing upon discovery of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information.

8. Data Management and Security.

- a. University Data. Provider agrees that it may (a) create, host, maintain, (b) receive from or on behalf of the University and/or its students, or (c) have access to, records or record systems containing University Data. "University Data" means any and all information, data, materials, works, expressions or other content that are provided to, uploaded to, stored or otherwise accessible by Provider pursuant to or in connection with this Agreement. All output, copies, reproductions, improvements, modifications, adaptations, translations and other derivative works of, based on, derived from or otherwise using any University Data are themselves also University Data. University Data is deemed to be Confidential Information of the University. In the event of a conflict or inconsistency between this Section 8 and Section 7 on confidentiality, the terms and conditions set forth in this Section 8 shall govern and control the University Data.
- b. Data Ownership. The University possesses and retains all right, title, and interest in and to University Data, and Provider's use and possession thereof is solely on the University's behalf. The University may access and copy any University Data in Provider's possession at any time, and Provider shall reasonably facilitate such access and copying promptly after the University's request.
- c. Access and Use. Unless it receives the University's prior written consent, Provider: (a) shall not access, process, or otherwise use University Data other than as necessary to facilitate the Services; (b) shall not give any of its employees access to University Data except to the extent that such individual needs access to facilitate performance under this Agreement; and (c) shall not give any third party access to University Data, including without limitation Provider's other customers, except Permitted Subcontractors.
- d. Data Security. Provider shall implement and maintain a written information security program including appropriate policies, procedures, and risk assessments that are reviewed at least annually. Without limiting Provider's obligations hereunder, Provider shall implement administrative, physical, and technical safeguards to protect University Data from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage that are no less rigorous than accepted industry practices (including the National Institute of Standards and Technology (NIST) Cybersecurity Framework, or other applicable industry standards for information security), and shall ensure that all such safeguards, including the manner in which University Data is created, collected, accessed, received, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement. University Data shall be stored in data centers located within the continental United States and shall not be co-mingled with data from other clients of the Provider.
- e. Data Breaches. The Provider will promptly report to the University any compromise of security that it becomes aware of with regard to University Data. The Provider will notify the University of any actual or reasonably suspected breach of confidentiality or security with regard to University Data as soon as reasonably practicable, but no later than four (4) hours after the Provider becomes aware of such breach. The Provider will cooperate with the University in investigating the breach, including, but not limited to, the provision of system, application, and access logs, conducting forensics reviews of relevant systems, imaging relevant media, and making personnel available for interview, provided that any such

investigation does not unreasonably disrupt the Provider's business operations. On notice of any actual or reasonably suspected breach, the Provider will institute appropriate controls to maintain and preserve electronic evidence relating to the breach. The Provider will reasonably cooperate with the University and any regulator or other governmental entity having jurisdiction over the University or the University Data relating to Provider's performance of this Agreement and possession and use of the University Data, provided that such cooperation does not unreasonably disrupt Provider's business operations. The Provider agrees that it shall not inform any third party or the public of a breach of University Data without first obtaining the University's prior written consent. The Provider shall reimburse the University for actual costs incurred by the University in responding to, and mitigating damages caused by any breach hereunder, including all costs of notice and/or remediation.

- f. Compliance. Upon the University's written request, Provider shall promptly and accurately complete a written information security questionnaire provided by the University, or a third party on University's behalf, regarding Provider's business practices and information technology environment in relation to all University Data being handled and/or services being provided by Provider to the University pursuant to this Agreement. Provider shall fully cooperate with such inquiries. The University shall treat the information provided by Provider in the security questionnaire as Provider's Confidential Information.
- g. Equitable Relief. Provider acknowledges that monetary damages may be inadequate to compensate for any breach of the provisions of this Section 8. Provider agrees that any such breach or threatened breach may cause irreparable injury to the University and that the University shall be entitled to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction with respect to the University Data, without proof of actual damages.
- h. Material Breach. Provider's failure to comply with any of the provisions of this Section 8 is a material breach of this Agreement. In such event, and notwithstanding anything in this Agreement to the contrary, the University may terminate the Agreement effective immediately upon written notice to the Provider without further liability or obligation to Provider.

9. Representations and Warranties.

- a. Each party represents and warrants to the other party that: (i) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering, (ii) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder, (iii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party and (iv) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.
- b. Provider represents and warrants to the University that: (a) Provider will comply with all applicable laws, rules and regulations in performing the Services, (b) it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement, (c) the Services will meet any and all specifications and requirements set forth in this Agreement, (d) Provider has, and shall maintain in effect for the duration of this Agreement, all licenses, permits, qualifications and approvals that are legally required for Provider to render the Services and (e) none of the Services, deliverables or Work

Product, and the University's use thereof, infringe or will infringe any intellectual property right of any third party.

10. **Indemnification.** Provider (the "Indemnifying Party") shall indemnify, defend and hold harmless the University, its trustees, officers, employees, agents and representatives (collectively, the "University Indemnitees") from and against any and all losses, liability, cost and expenses, including attorney's fees and costs, awards, judgments, damages, fines, penalties, claims and causes of action (collectively, "Claims") arising out of or related to the negligent acts or omissions or willful misconduct of the Indemnifying Party or any of its officers, directors, employees, agents, representatives, contractors, successors, assigns or anyone acting on any of their behalf in connection with, arising from or related to the performance of obligations under this Agreement, including Claims for (i) personal injury, including death, and damage to property or (ii) the breach by the Indemnifying Party of any term, representation, warranty or covenant under this Agreement.

11. **Insurance.**

- a. At all times during the Term of this Agreement, Provider agrees to carry, at its own expense, at least the following types and amounts of insurance coverage:

Commercial General Liability

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$1,000,000 Products and Completed Operations
\$1,000,000 Personal and Advertising Injury
\$ 100,000 Fire Damage (any one fire)
\$ 10,000 Medical Expense (any one person)

Automobile Liability

\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per Accident. Coverage to include hired car and non-owned automobiles.

or

Personal auto liability as per Pennsylvania law if Provider is sole proprietor.

Workers' Compensation (not required if Provider is sole proprietor)

Statutory

Employer's Liability (not required if Provider is sole proprietor)

\$1,000,000 Each Accident
\$1,000,000 Disease – Policy Limit

\$1,000,000Disease – Each Employee

- b. All insurance policies required under this Agreement shall (i) be issued by insurance companies reasonably acceptable to the University, (ii) provide that such insurance carriers give the University at least 60 days' prior written notice of cancellation or non-renewal of policy coverage; provided that, prior to such cancellation, the Provider shall have new insurance policies in place that meet the requirements of this Agreement, (iii) waive any right of subrogation of the insurers against the University, (iv) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of the University shall be excess and non-contributory, and (v) name the "University of Pittsburgh – Of the Commonwealth System of Higher Education and its trustees, officers, agents and employees" as additional insureds to the extent permitted by law.
- c. Prior to the commencement of Services, Provider shall provide the University with copies of the certificates of insurance and policy endorsements for all insurance coverage required hereunder. Satisfaction of these insurance requirements shall not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a party hereto to indemnify, defend and hold the other harmless under this Agreement).

12. **Records and Audit.** Provider shall maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Provider in providing the Services. During the term of this Agreement and for a period of three (3) years thereafter, upon the University's written request, Provider shall allow the University or the University's representative to inspect and make copies of such records and interview Provider personnel in connection with the provision of the Services; provided that any such inspection shall take place during regular business hours and the University provides Provider with at least three (3) business days advance written notice.

13. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other party at its address set forth below (or to such other address that the receiving party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving party; and (b) if the party giving the Notice has complied with the requirements of this Section.

University: University of Pittsburgh
Attn: Director, Purchasing Services
3309 Cathedral of Learning
4200 Fifth Avenue
Pittsburgh, PA 15260
Fax: 412-624-9339

with a copy to:

University of Pittsburgh
Office of General Counsel
1710 Cathedral of Learning
4200 Fifth Avenue
Pittsburgh, PA 15260
Fax: 412-624-9165

Provider: [Name of Provider]
[Address]
[City/State/ZIP]

Attn: [Name of contact]
Fax: [Number]
Email: [email address of contact]

14. Miscellaneous.

- a. **Independent Contractor.** The University and Provider shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a relationship of employment, principal and agent, partnership, co- or joint employer or joint venture. Provider shall not permit any of its officers, directors, agents, employees, representatives, supervisors, successors, assigns, employees, or sub-contractors to represent or hold out itself or themselves as agents, supervisors, servants, employees, or representatives of the University or as authorized to make any commitment to incur any obligation on behalf of the University.
- b. **Compliance with Laws; Anti-Bribery Laws.** Provider is in compliance with and shall comply with all applicable laws, regulations and ordinances. Provider shall, and shall cause its officers, directors, employees and agents to, comply with all applicable laws, rules and regulations relating to bribery, fraud, kickbacks or anti-corruption, including the United States Foreign Corrupt Practices Act of 1977, as amended (each an "Anti-Bribery Law"). Provider represents that it has implemented, and Provider must at all times implement, adequate procedures designed to prevent Provider and its officers, directors, employees and agents from engaging in any activity that would constitute an offense under any applicable Anti-Bribery Law. Provider represents that, in connection with this Agreement, no improper financial or other advantage has been, will be or is agreed to be given to any person or entity by or on behalf of Provider or any of its officers, directors, employees and agents.
- c. **Assignment and Delegation.** Neither party may assign this Agreement nor assign any of its rights under this Agreement, except with the prior written consent of the other party. Neither party may delegate any performance under this Agreement. Any purported assignment of rights or delegation of performance in violation of this section is void.
- d. **Entire Agreement; Amendments.** This Agreement, including any exhibits, attachments and documents referenced herein, constitutes the final agreement between the parties. All prior and contemporaneous

negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. No change, modification, amendment, alteration or rescission of this Agreement shall be valid unless it is made in a written amendment signed by the parties.

- e. **Remedies.** The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
- f. **Publicity.** Neither party shall (a) issue a press release or make any other public statement that references this Agreement, or (b) use the other party's names or trademarks for publicity or advertising purposes, except with the prior written consent of the other party which may be withheld in that party's sole discretion.
- g. **Waiver.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.
- h. **Severability.** If any provision or a portion of any provision of this Agreement is held to be invalid, illegal or unenforceable by any court or other competent authority, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any way.
- i. **Survivability.** The terms of this Agreement which by their nature and for any reason are intended to survive and extend beyond the termination, cancellation or expiration of this Agreement, shall remain in effect and be binding upon the parties beyond such time. Such terms shall include without limitation those that confer rights based on prior breaches or performance.
- j. **Choice of Law; Venue.** The laws of the Commonwealth of Pennsylvania, without giving effect to its conflict of laws provisions, shall govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance and enforcement. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be brought in the Court of Common Pleas of Allegheny County or in the United States District Court for the Western District of Pennsylvania. Each of the parties waives, to the fullest extent permitted by law, any objection which it may now or later have to the exclusive jurisdiction of or the laying of venue in the Court of Common Pleas of Allegheny County or the United States District Court for the Western District of Pennsylvania, including any objections based upon inconvenient forum. The parties agree that a final judgment in any such suit, action or proceeding may be enforced in other jurisdictions as provided by law.
- k. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which is deemed an original and all of which constitute one and the same agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties, including by facsimile, PDF delivery or by any other electronic means. The signatures of all of the parties need not appear on the same counterpart.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Agreement has been duly executed by the authorized representatives of the parties hereto as of the Effective Date set forth above.

University of Pittsburgh:

By: _____

Name: _____

Title: _____

Provider:

By: _____

Name: _____

Title: _____