

REQUEST FOR PROPOSALS (RFP) NO. 2012-017

The Research Corporation of the University of Hawai'i

requests proposals for the

Information Technology Training Room Equipment

for the

Office of Information Management and Technology

State of Hawai'i

Honolulu, Hawai'i

November 19, 2012

NOTICE TO OFFERORS

Proposals responding to the Research Corporation of the University of Hawaii (RCUH) Request for Proposals (RFP) No. 2012-017, “**Information Technology Training Room Equipment**”, will be received by the Office of Information Management and Technology, Attention: Sanjeev Bhagowalia, via email to OIMT@hawaii.gov. It is the Offeror’s responsibility to ensure confirmation of proposal receipt prior to the Closing Date and Time for Receipt of Proposals. Proposals received after this time and date fixed for submittal will not be considered or opened. Please refer to the Overview section in this RFP for other related key dates.

General information about the Office of Information Management and Technology can be found at <http://www.hawaii.gov/oimt>. The RFP can be found online at <http://oimt.hawaii.gov/rfp-2012-017/>

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1. OVERVIEW

1.1. INTRODUCTION

The purpose of this RFP is to solicit proposals from vendors that have off-the-shelf technology that supports the needs of the State. We will consider proposals from single Contractors or from multiple Contractors working as a team. The ideal Contractor(s) will have prior experience completing training plans of this kind.

1.2. BACKGROUND

In March 2009, the Auditor of the State of Hawaii released report 09-06 entitled “Audit of the State of Hawai`i’s Information Technology: Who’s in Charge?” which identified numerous shortcomings in the way the State managed its information technology. In response, the Legislature passed Act 200 in 2010, amended by Act 84 in 2011, establishing the position of State Chief Information Officer (CIO) to oversee the State’s IT policies and investments.

The State of Hawaii hired its first full-time CIO, Sanjeev “Sonny” Bhagowalia, on July 6, 2011. At the same time, the Office of Information Management and Technology (OIMT) was established to provide the support to the CIO in developing the statewide Information Technology (IT) Strategic Plan. The scope of this effort has recently been increased to reflect the need for simplifying and streamlining the State’s business processes in concert with modernization of the information technology. This comprehensive plan, being developed jointly by the CIO and the State’s Business Transformation Executive, is called the State of Hawai`i Strategic Transformation Plan (“Plan”).

The Plan, which was delivered to the Governor in July 2012, presents an 11-year phased approach to reengineering the State’s business processes and consolidating all of the State’s Information Technology (IT) and Information Resource Management (IRM) needs into a coherent, federated enterprise architecture to reduce costs, deliver better services to the public, increase efficiencies in State government, provide greater accountability and transparency, reduce energy use and environmental impacts, and enhance network security.

Part of the plan relies on more training for the State’s IT personnel. The purpose of this RFP is to establish a training environment where the State’s IT workforce can be efficiently and effectively trained in the tools, techniques, and skills they will need to assist with the transformation. The first phase of this environment will be a technology training room with 20 stations for students and instructors, one server to deliver the operating system and applications to the clients, and one thick client for image management. The technology training will include web-based applications, webinars, and applications installed on the State’s network. Each student workstation must be identical. The system requires the ability to configure, set up, and provision the student desktops according to the needs of the particular training being conducted. At the conclusion of the training, the student workstations in the training room must be able to be reset to a default, standard configuration.

1.3.RFP ORGANIZATION

The RFP is organized into the following sections:

Section 1, Overview—Provides Offerors with general information on the objectives of this RFP, procurement schedule, and procurement overview.

Section 2, Statement of Work—Provides Offerors with a general description of the tasks to be performed.

Section 3, Proposal Requirements—Explains the required format and content for the Offeror’s proposal.

Section 4, Evaluation of Proposals and Basis for Award—Describes how proposals will be evaluated and the basis for award by the RCUH.

Section 5, General Conditions—Provides Offerors with the general terms and conditions under which the work will be performed.

1.4.SCHEDULE OF KEY RFP DATES

The schedule of key dates set forth herein represents the RCUH’s best estimate of the schedule. Any of the dates listed below may be changed at any time at the sole discretion of the RCUH Procurement Officer.

Activity	Date
Date of Notice (RFP issued)	November 19, 2012
Closing Date for Written Questions	November 26, 2012 4PM HST
Posting of Responses to Written Questions	November 29, 2012 4PM HST
Closing Date for Receipt of Proposals	December 7, 2012 4PM HST
Proposal Review Period	Week of December 10, 2012
Contractor Selection and Award	Week of December 17, 2012
Services Start Date (Tentative)	January 2, 2013

1.5.RFP AMENDMENTS

The RCUH reserves the right to amend the RFP at any time prior to the closing date for receipt of proposals. All RFP amendments will be posted on <http://hawaii.gov/oimt/rfp/rfq-2012-017.html>. It is the responsibility of the Offeror to check the website for any amendment(s). The RCUH reserves the right to cancel this RFP at any time for any reason at no cost to the RCUH.

1.6.QUESTIONS BY POTENTIAL OFFERORS OR OFFERORS TO RCUH

All questions by potential Offerors shall be submitted in writing via email to the State CIO, Sanjeev Bhagowalia, using the address OIMT@hawaii.gov. Questions regarding proposal requirements, contents, and details will receive a response only for those questions received **no later than 4 PM, Hawai’i Standard Time, November 26, 2012**. All received questions and responses will be posted by November 29, 2012, 4 PM HST, on <http://hawaii.gov/oimt/rfp/rfq-2012-017.html>. It is the responsibility of the Offeror to check the website for any questions and responses.

1.7. QUESTIONS BY RCUH TO OFFERORS

The Offerors are responsible for ensuring the correctness and readability of their proposal. However, the RCUH reserves the right to seek clarifications during the Proposal Review Period. Content for which clarification may be requested includes obvious mislabeling of figures or tables, illegible text (such as may occur in a figure label being reduced to too small a font size), or an obvious clerical mistake (e.g., a misplaced decimal point). The authority to permit correction of proposals is limited to proposals that, as submitted, are responsive to the RFP and may not be used to permit correction of proposals to make them responsive.

1.8. CLARIFICATION OF THE RFP

An Offeror shall carefully review this RFP for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter shall be promptly submitted to the RCUH prior to the deadline for submitting questions. This shall allow issuance of any necessary amendments to the RFP. The Offeror hereby acknowledges, agrees, and waives any claim arising from any knowledge of any defect in this RFP acquired prior to the deadline for submitting questions and failing to inform the RCUH prior to said deadline. The Offeror further acknowledges and agrees that the RCUH reserves the right to waive any technical irregularity not affecting an unbiased and objective evaluation of all proposals; that such waiver will be in the best interest of the RCUH; and that the Offeror hereby waives any claim against the RCUH arising from such technical irregularity.

1.9. TAX CLEARANCE FOR PROPOSALS

A tax clearance certificate from the State of Hawai'i Department of Taxation and the Internal Revenue Service is not required for submission of a proposal. However, in accordance with Section 103-53, Hawai'i Revised Statutes, the selected Contractor shall submit original tax clearances from the State of Hawai'i Department of Taxation and Internal Revenue Service prior to execution of the Agreement for Services. Due to the fact the contract and award period are scheduled tightly, it is highly recommended that Contractors submitting proposals also apply for tax clearance upon submission of the proposal in order to meet key dates. A Certificate of Vendor Compliance that reflects a "Compliant" status from the Hawaii Compliance Express (HCE) shall be accepted as a substitute for the tax clearance. Information on the Hawai'i Compliance Express program may be found at:

<https://vendors.ehawaii.gov/hce/splash/welcome.html>.

1.10. PREPARATION COSTS

Any costs incurred by the Offeror in preparing or submitting a proposal shall be the sole responsibility of the Offeror.

1.11. PROPRIETARY INFORMATION

The Offeror should clearly identify any proprietary information in the Offeror's submitted proposal. Upon final execution of an Agreement for Services, all non-proprietary information in an Offeror's proposal may be made available by the RCUH for public inspection upon request.

1.12. SUBMISSION OF PROPOSALS

Offerors shall submit their proposals via email to be received at the Office of Information Management and Technology, Attention: Sanjeev Bhagowalia, via email to OIMT@hawaii.gov, no later than 4 PM HAWAII STANDARD TIME, DECEMBER 7, 2012. It is the responsibility of all Offerors to confirm RCUH has received their proposal prior to the Closing Date and Time for Receipt of Proposals.

1.13. CERTIFICATION OF PROPOSAL

By submitting a proposal, the Offeror certifies that the proposal submitted to the RCUH is in accordance with any required authorization by the governing body of the Offeror's organization. The Offeror further certifies that the information and responses contained in the proposal are true, accurate, and complete, and that the RCUH may justifiably rely upon said information for purposes of evaluation and contracting with the Offeror. If it is later discovered that any information provided in the Offeror's proposal is false, it will result in the Offeror's elimination from consideration.

1.14. PROPOSAL WITHDRAWAL

An Offeror may withdraw their proposal by submitting a written request to the RCUH any time prior to the Closing Date for Receipt of Proposals.

1.15. RFP SUBMITTALS BECOME THE PROPERTY OF RCUH

All responsive proposals and other material submitted shall become the property of the RCUH, and may be returned only at the option of the RCUH.

1.16. OPENING OF PROPOSALS

Proposals will be opened at **4 PM Hawai'i Standard Time, on December 7, 2012**, or as amended at the office to which the proposals are submitted. The proposal opening will not be open to the public. Proposals will not be subject to public inspection until after an Agreement for Services is signed by all parties, but in no case will proprietary information or proprietary material submitted by an Offeror as part of an Offeror's proposal be available for public inspection.

1.17. DISQUALIFICATION OF PROPOSALS

The RCUH reserves the right to consider as acceptable only those proposals submitted in accordance with all the requirements set forth in this RFP. Any proposal offering any other set terms and conditions contradictory to those included in this RFP may be disqualified without further notice. An Offeror shall be disqualified and the proposal automatically rejected for any one or more of the following reasons:

- The proposal shows any noncompliance with applicable law.
- The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.
- The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.

1.18. REFERENCES

The RCUH reserves the right to use and contact the references named in Appendix B References and to use discussions with the references to influence the score of the proposal for the “Contractor’s Background and Experience” criteria in Section 4 of this RFP.

1.19. DISCUSSIONS WITH OFFERORS

Oral presentations are not required by Offerors who submit responsive proposals.

1.20. BASIS FOR SELECTION

Based on the evaluation process discussed in Section 4, the highest scored responsible and responsive Offeror will be selected.

1.21. AVAILABILITY OF FUNDS

Offerors are advised that entering into an Agreement for Services is contingent upon availability of funds. If funds are not available, the RCUH reserves the right not to enter into an agreement.

1.22. NOTICE TO PROCEED

The RCUH shall not be responsible for work done, even in good faith, prior to the RCUH’s execution of an Agreement for Services unless specific provisions are made in the Agreement.

1.23. CHANGES TO CONTRACTOR’S FEE

It is recognized that financial audit disallowances and other changes may require adjustments in the compensation due to the Contractor. In the event that future actions would either disallow or minimize the payments already made to the Contractor, the Contractor shall assist the RCUH in defending the correctness of the claim for reimbursement. If the disallowance or adjustment is upheld, then the Contractor will participate in the payback to the extent the amount of the disallowance or adjustment contributed to the total fee received by the Contractor. Payment to the RCUH shall be made within THIRTY (30) calendar days from which official notice is received by the Contractor from the RCUH.

1.24. PROCUREMENT OFFICER

This RFP is issued by the Research Corporation of the University of Hawaii. The Procurement Officer responsible for overseeing the Agreement for Services is Ms. Jennifer Chang.

2. STATEMENT OF WORK

2.1.OVERVIEW

The goal of this project is to equip an academic computer lab with thin-client workstations. The lab will have 18 devices for student use, 1 for instructor use, and 1 for system administrator use for a total of 20 devices, each including a monitor, keyboard, and mouse, plus the central server and any required cables, routers, switches, etc. The entire lab must be transportable with no more than 30 minutes set-up or take-down time.

2.2.REQUIRED EQUIPMENT AND SERVICES

The vendor must specify the brand and model of each type of hardware device (including mouse and keyboard). All devices shall be black in color. Complete documentation for all hardware and software as well as other relevant documents such as schematics, specifications, installation manuals, supporting documentation, etc. must also be included. The successful proposal will meet the following minimum specifications:

Back End Hardware

- Single back-end appliance/server with sufficient memory, storage, and processing power to support up to 50 thin client devices. The server will be housed in the ICSD datacenter in downtown Honolulu.
- Minimum of four (4) gigabit network connections
- Sufficient RAM to support appliance/server operations as well as the attached thin clients
- No less than five hundred (500) gigabytes of available internal high-speed disk space for storage of appliance thin client images using multiple disk drives in one RAID 0 for OS and apps, and one RAID 1+0 for data and backup.
- Midsized rack with rack monitor, keyboard, and mouse

Software

- Appropriate back end software to remote boot any OS required by the particular training to be conducted on the thin client devices (i.e. VMware, Citrix, Windows, Cisco, etc.)
- Must be able to access and use the State's Active Directory for user validation
- Vendor will create one image and deploy to all systems. The image shall contain Windows 7, Microsoft Office 2010.
- Required Microsoft software for this project will be specified by vendor and include three years of Software Assurance. Software shall be acquired by the vendor as part of this project and associate all licenses with the State's Microsoft Select account. Costs for these licenses shall be included in the bid.

Client Hardware

- Twenty (20) thin client devices each with the following minimum features
 - Eight (8) gigabytes of RAM
 - At least two (2) available USB 2.0 ports after connecting keyboard and mouse
 - One (1) gigabit Ethernet port
 - Standard headphone audio and microphone jacks
 - Video output port appropriate for supplied monitor
- Additional Hardware
 - Twenty (20) LCD monitors, size not less than twenty-one (21) inches and have a resolution of at least 1920x1080
 - Twenty (20) USB full-size standard U.S. keyboard with numeric pad

- Twenty (20) USB optical mouse
- Surge protector strips for all devices
- One (1) thick client device for image creation and management
- Cart(s) or trollies(s) to transport clients, monitors, keyboard/mouse, and cables

Installation

- Vendor will install and configure all hardware, operating system, and desktop software for both the back end server and thin client systems in the OIMT training room in Honolulu, HI
- Orientation training to OIMT personnel who will administer the system, including creating and installing/uninstalling custom images for training sessions, and applying patches/upgrades to the software

Warranty/Service

- A minimum three (3) year on-site warranty on parts and labor, including a “keep your disk” option, is required on all components of the systems, including external attachments (keyboard and mouse).
- Vendors must specify type of warranty, identify the organization(s) that could possibly provide warranty repairs (e.g. Vendor's own organization, Manufacturer, 3rd-party Service Organization, etc.), and indicate the maximum on-site response time that will apply to any service calls.
- Vendors must provide details on how warranty service shall be provided, i.e. resident technician, staff levels, and location of parts and service depots.
- Briefly describe the Warranty process (eg. forms, constraints / obligations, information required for reimbursement, parts exchange process and related costs, on-site parts storage, etc.)
- Vendors must identify the process (e.g. repair or replace) and commitment to turnaround time for resolution when dealing with units which are “dead on arrival” (DOA) as part of the shipping process, and describe what constitutes DOA.
- Vendors must indicate if other support features are available - such as toll-free telephone support hotlines, E-mail, Internet access for technical support and software downloads -noting both the accessibility of the services and response times.

Other

- Thin client devices will locate back end appliance/server with local configuration
- Thin client devices shall connect to the server via cable. However, vendors may propose a secure wireless connection as an option
- Bid will include estimated delivery time

Systems must meet all regulatory requirements such as FCC compliance, and vendor must indicate whether the proposed systems are DMI compliant. Systems are required to be Windows compatible. Vendor should articulate upgrade / expandability options and capabilities of the recommended configuration.

Minimum Response Requirement: Provide a detailed description of the proposed hardware solution, including server and clients, the installation and configuration services to be provided, and warranty and support information.

2.3.DURATION

The installation and configuration of the equipment and the training of OIMT personnel in its operation and maintenance should be complete within one month from award of the contract.

3. PROPOSAL REQUIREMENTS

This section outlines the proposal requirements for this RFP which shall be submitted by the deadline set for submission of proposals—**no later than 4 PM HAWAII STANDARD TIME, DECEMBER 7, 2012.**

Fulfillment of all proposal requirements listed is **mandatory** for consideration of proposals.

The proposal should include the detailed approach for how the Offeror will complete the scope of work. The deliverables should be approached holistically and include a plan for how the entire “ecosystem” of deliverables works in coordination.

Propose the total cost for the scope of work. The contract type is a Firm Fixed Price. Propose an objective review method that allows for determination of whether all deliverable deficiencies have been addressed.

The scope of work in this document reflects OIMT’s view of the best way forward in completing the required deliverables. The Offeror should review the structure of deliverables and provide a detailed proposal to complete the scope of work. If the Offeror feels the requirements could be better met with an alternate approach, the Offeror may propose an alternate approach and should include equivalent detail compared to the minimum proposal requirements in the scope of work. The Offeror should also include justifications as to the changes made in the alternate approach.

The proposal shall be organized as follows:

1) Proposal Letter

The Proposal Letter shown in Appendix A shall be signed and dated by an individual authorized to legally bind the Offeror. Evidence shall be submitted showing the individual’s authority to bind the corporation.

2) Offeror’s Background and References

a) Offeror’s Profile

Must use Appendix B to provide all information requested.

b) References

The Offeror shall submit at least three (3) most recent client references who can attest to the firm’s experience, quality of work, and service in completing similar projects within the last five (5) years. Provide the information shown in Appendix C for each reference and attach any sample deliverables from those client references attesting to the work completed.

3) Appendix D

a) Approach and Schedule of Work

Provide a list of equipment to be provided, a recommended minimum set of software licenses required, pricing information for any other recommended software available, and a description of the warranties and installation, configuration, and support services included in the quote.

b) Cost Proposal

Provide a detailed cost proposal which shows a breakdown of costs for each portion of the project, including hardware, software, licenses, and services.

c) Knowledge and Experience

The Offeror shall have prior experience completing projects of a similar nature within the public sector. The Offeror shall elaborate on its experience in conducting similar projects and describe in detail other similar projects completed within the public sector.

d) Subcontractors

The Offeror is considered as the prime Contractor. Should the use of subcontractors be required as a part of this proposal, the Offeror must provide a list of the names and roles of Subcontractors. Subcontractors will be subject to the same General Conditions imposed upon the Contractor. If a change in subcontractor(s) is required during the project period, the RCUH shall be notified, in writing, at least ten (10) days prior to the subcontractor performing any work on the project. The notification shall include the reasons a change in subcontractor was required and the name and role of the new subcontractor. The RCUH has the right to terminate the contract if the new subcontractor is reviewed as not capable. If no subcontractors are required as a part of this proposal, the Offeror shall state so.

e) Other Materials

Offerors may attach other materials they feel may improve the quality of their responses. However, these materials must be included in Appendix D.

4. EVALUATION OF PROPOSALS AND BASIS FOR AWARD

4.1.EVALUATION OF OFFEROR PROPOSALS

The evaluation of proposals received in response to this RFP will be conducted comprehensively, fairly, and impartially. An Agreement for Services will be entered into with a responsive and responsible firm whose proposal is determined in writing to be advantageous to the RCUH, taking into consideration the evaluation factors set forth in this RFP. All responsive proposals received by the submittal deadline of **4 PM HAWAII' I STANDARD TIME, DECEMBER 7, 2012**, will be evaluated and scored.

4.2.EVALUATION COMMITTEE

A committee, comprised of at least three (3) representatives, will evaluate and score each proposal submitted after review of all proposals. The committee will submit its evaluations to the Procurement Officer. The Procurement Officer will review the RFP and the evaluations before the selection of a Contractor. The firm with the highest score according to the criteria shown in this section shall be awarded the contract.

4.3.CRITERIA FOR EVALUATION

The criteria used to evaluate proposals are:

- **Proposed solution:** Suitability of the proposed solution’s capabilities of the hardware and operating system, virtualization environment, and included software, and level of installation and post-installation support. Provide diagrams illustrating each type of configuration in addition to the itemized breakdown of the total quote proposed price.
- **Contractor’s background and experience:** including references, experience specifically relevant to achieving the State’s needs presented in this RFP, and qualifications of proposed project manager(s) and personnel assigned to project.
- **Cost:** including evaluation of realism and completeness for given cost proposal

The following score sheet will be used in the evaluation of proposals by the evaluation committee:

Criteria	Weight	Score (1-10)	Points
Proposed Solution	4		
Background and Experience	2		
Cost	4		
Total Score:	--	--	100

4.4.BASIS FOR SELECTION AND AWARD OF AN AGREEMENT FOR SERVICES

The RCUH will execute an Agreement for Services with the highest-ranked responsible and responsive Offeror. The award will be based on a documented evaluation by the review committee, and which reflects the Offeror whose offer is the highest ranked and represents the most advantageous offer to the RCUH taking into consideration predetermined factors and criteria.

4.5.REQUIREMENTS FOR AN AGREEMENT FOR SERVICES WITH THE RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII

The selected firm must submit the following documentation prior to execution of an Agreement for Services with the Research Corporation of the University of Hawaii:

TAX CLEARANCE CERTIFICATE FROM THE STATE OF HAWAII DEPARTMENT OF TAXATION AND THE INTERNAL REVENUE SERVICE.

In accordance with Section 103-53, Hawai'i Revised Statutes, the selected Contractor shall submit an original tax clearance certificate from the State of Hawai'i Department of Taxation and Internal Revenue Service prior to execution of the Agreement for Services. Tax clearances obtained shall certify that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the State of Hawai'i Department of Taxation and under the Internal Revenue Code against the Contractor have been paid. A Certificate of Vendor Compliance that reflects a "Compliant" status from the Hawaii Compliance Express (HCE) shall be accepted as a substitute for the

tax clearance. Information on the Hawai'i Compliance Express program may be found at: <https://vendors.ehawaii.gov/hce/splash/welcome.html>.

5. GENERAL CONDITIONS

5.1.COORDINATION OF SERVICES BY THE STATE

The RCUH, or RCUH's designee, shall coordinate the services to be provided by the Contractor in order to complete the Project. The Contractor shall maintain communications with the RCUH, or RCUH designee, at all stages of the Contractor's work, and submit to the RCUH, or RCUH designee, for resolution, any questions which may arise as to the performance of this Agreement.

5.2.RELATIONSHIP OF PARTIES; INDEPENDENT CONTRACTOR STATUS AND RESPONSIBILITIES, INCLUDING TAX RESPONSIBILITIES

In the performance of services required under this Agreement, the Contractor shall be an "independent contractor", with the authority and responsibility to control and direct the performance and details of the work and services required under this Agreement; however, the RCUH shall have a general right to inspect work in progress to determine whether in the RCUH's opinion, the services are being performed by the Contractor in accordance with the provisions of this Agreement. It is understood that the RCUH does not agree to use the Contractor exclusively, and that the Contractor is free to contract to provide services to other individuals or entities while under contract to the RCUH.

The Contractor and the Contractor's employees and agents, shall not be considered agents or employees of the RCUH for any purpose, and the Contractor's employees and agents shall not be entitled to claim or receive from the RCUH any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to RCUH employees.

The Contractor shall be responsible for the accuracy, completeness, and adequacy of its performance under this Agreement. Furthermore, the Contractor intentionally, voluntarily, and knowingly assumes the sole and entire liability (if such liability is determined to exist) to the Contractor's employees and agents, and to any individual not a party to this Agreement, for all loss, damage, or injury caused by the Contractor, or the Contractor's employees or agents in the course of their employment.

The Contractor shall be responsible for payment of all applicable federal, state and county taxes and fees which may become due and owing by the Contractor by reason of this Agreement, including but not limited to (i) income taxes, (ii) employment related fees, assessments and taxes, and (iii) general excise taxes. The Contractor is further responsible for obtaining all licenses, permits, and certificates that may be required by reason of this Agreement, including but not limited to a general excise tax license from the Department of Taxation, State of Hawai'i.

The Contractor shall be responsible for securing any and all insurance coverage for the Contractor and the Contractor's employees and agents which is or may be required by law during the pendency of this Agreement. The Contractor shall further be responsible for payment of all premiums, costs and other liabilities associated with securing said insurance coverage.

5.3.PERSONNEL REQUIREMENTS

The Contractor shall secure, at the Contractor's own expense, all personnel required to perform the services required by this Agreement. The Contractor shall ensure that the Contractor's employees or agents are experienced and fully qualified to engage in the activities and services required under this Agreement, and that all applicable licensing and operating requirements imposed or required under federal, state or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

5.4.NONDISCRIMINATION

No person performing work under this Agreement, including any subcontractor, employee or agent of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state or county law.

5.5.SUBCONTRACTS AND ASSIGNMENTS

The Contractor shall not assign or subcontract any of the Contractor's duties, obligations, or interests under this Agreement without the prior written consent of the RCUH. Additionally, no assignment by the Contractor of the Contractor's right to compensation under this Agreement shall be effective unless and until the assignment is approved by the RCUH.

5.6.CONFLICT OF INTEREST

The Contractor represents that neither the Contractor, nor any employee or agent of the Contractor, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, which would or might conflict in any manner or degree with the performance of the Contractor's services under this Agreement.

5.7.MODIFICATIONS OF AGREEMENT

Any modification, alteration, amendment, change, or extension to any term, provision, or condition of this Agreement shall be made only by written amendment to this Agreement, signed by the Contractor and the RCUH.

5.8.SUSPENSIONS AND TERMINATION OF AGREEMENT

- a. The RCUH reserves the right at any time and for any reason to suspend this Agreement for any reasonable period, upon written notice to the Contractor. Upon receipt of said notice, the Contractor shall immediately comply with said notice and suspend all work under this Agreement at the time stated.
- b. If, for any cause, the Contractor breaches this Agreement by failing to satisfactorily fulfill in a timely or proper manner the Contractor's obligations under this Agreement or by failing to perform any of the promises, terms, or conditions of this Agreement, and having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time specified by the RCUH, the RCUH shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination at least seven (7) calendar days before the effective date of such terminating. Furthermore, the RCUH may terminate this Agreement without statement of cause at any time by giving written notice to the

Contractor of such termination at least thirty (30) calendar days before the effective date of such termination.

- c. Upon termination of the Agreement, the Contractor shall, within four (4) weeks of the effective date of such termination, compile and submit in an orderly manner to the RCUH an accounting of the work performed up to the effective date of termination. In such event, the Contractor shall be paid for the actual cost of the services rendered, but in no event more than the total compensation payable to the Contractor under this Agreement.
- d. In the event of termination of either type, or in the event of the scheduled expiration of the time of performance specified in this Agreement, all finished or unfinished material prepared by the Contractor shall, at the RCUH's option, become RCUH's property and, together with all material, if any, provided to the Contractor by the RCUH, shall be delivered and surrendered to the RCUH on or before the expiration date or date of termination. For the purposes of this Agreement, "material" includes, but is not limited to any information, data, reports, summaries, tables, maps, charts, photographs, films, graphs, studies, recommendations, program concepts, titles, scripts, working papers, files, models, audiotapes, videotapes, computer tapes, cassettes, diskettes, documents, and records developed, prepared, or conceived by the Contractor in connection with this Agreement, or furnished to the Contractor by the RCUH. The terms do not include records which are maintained by the RCUH solely for the Contractor's own use and which have only an ancillary relationship to the services provided under this Agreement.
- e. If this Agreement is terminated for cause, the Contractor shall not be relieved of liability to the RCUH for damages sustained because of any breach by the Contractor of this Agreement. In such event, the RCUH may retain any amounts which may be due and owing to the Contractor until such time as the exact amount of damages due to the RCUH from the Contractor has been determined. The RCUH may also set off any damages so determined against the amounts retained.

5.9.COMPLIANCE WITH LAWS

The Contractor shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be from time to time, which in any way affect the Contractor's performance of this Agreement.

5.10. CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Contractors are hereby notified of the applicability of Section 11-205.5, Hawai'i Revised Statutes, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

5.11. INDEMNIFICATION AND DEFENSE

The Contractor shall defend, indemnify, and save harmless the RCUH, its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the malicious, reckless, or negligent acts or omissions of the Contractor or the Contractor's employees, officers, agents, or subcontractors occurring during or in connection with the performance of the Contractor's services under this Agreement. The

provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.

5.12. DISPUTES

No dispute arising under this Agreement may be sued upon by the Contractor until after the Contractor's written request to the RCUH to informally resolve the dispute is rejected, or until ninety (90) days after RCUH's receipt of the Contractor's written request, whichever comes first. While the RCUH considers the Contractor's written request, the Contractor agrees to proceed diligently with the provision of services necessary to complete the Project.

5.13. CONFIDENTIALITY OF MATERIAL

All material given to or made available to the Contractor by virtue of this Agreement, which is identified as proprietary or confidential information, will be safeguarded by the Contractor and shall not be disclosed to any individual or organization without the prior written approval of the RCUH. All information, data, or other material provided by the Contractor to the RCUH shall be kept confidential only to the extent permitted by law.

5.14. OWNERSHIP RIGHTS AND COPYRIGHT

The RCUH shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the Contractor pursuant to this Agreement, and all such material shall be considered "works made for hire". All such material shall be delivered to the RCUH upon expiration or termination of this Agreement. The RCUH, at its discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the Contractor pursuant to this Agreement. The Contractor, however, reserves the right to use thereafter any ideas and techniques that may be developed during the performance of this Agreement.

5.15. PUBLICITY

The Contractor shall not refer to the RCUH, or any project, office, Department, or officer thereof, or to the services provided pursuant to this Agreement, in any of the Contractor's brochures, advertisements, or other publicity of the Contractor. All media contacts to the Contractor about this Agreement shall be referred to the RCUH.

5.16. PAYMENT PROCEDURES

All payments under this Agreement shall be made only upon submission by Contractor of original invoices specifying the amount due and certifying that services requested under the Agreement have been performed by Contractor according to the Agreement.

5.17. PAYMENT PROCEDURES: FINAL PAYMENT (TAX CLEARANCE)

Final payment under this Agreement shall be subject to Section 103-53, Hawai'i Revised Statutes, which requires a tax clearance from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service stating that all delinquent taxes, if any, levied or accrued against the Contractor have been paid. A tax clearance is required on final payment for agreements \$25,000 or more. In addition to tax

clearance prior to final payment, the Contractor is required to obtain a tax clearance from the Internal Revenue Service and State Department of Taxation prior to execution of this contract for all agreements \$25,000 or more.

5.18. GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Hawai'i. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a state court of competent jurisdiction in Honolulu, Hawai'i.

5.19. NOTICES

Any written notice required to be given by a party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid, to the RCUH at its address and to the Contractor at its address as indicated in the Agreement. A notice shall be deemed to have been received by the recipient three (3) days after mailing or at the time of actual receipt, whichever is earlier.

5.20. SEVERABILITY

In the event that any provision of this Agreement is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement.

5.21. WAIVER

The failure of the RCUH to insist upon the strict compliance with any term, provision or condition of this Agreement shall not constitute or be deemed to constitute a waiver or relinquishment of RCUH's right to enforce the same in accordance with this Agreement.

Appendix A

PROPOSAL LETTER TO THE RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII

We propose to provide services for the IT Training Services for the State of Hawai'i.

It is understood that this proposal constitutes an offer.

It is understood and agreed that we have read the Research Corporation of the University of Hawaii's specifications described in the RFP and this proposal is made in accordance with the provisions of such specifications. By signing this proposal, we guarantee and certify all items included in this proposal meet or exceed any and all such specifications.

We agree, if selected, to deliver goods and services which meet or exceed the specifications.

Respectfully submitted,

Authorized Signature

Date

Printed Name

Title

Email Address

Telephone

If contract is awarded, the purchase order/payment should be made to Federal EIN

Remittance Address

City, State, Zip Code

***Attach to this page: Evidence of authority of the above officer to submit an offer on behalf of the corporation, giving also, the names and addresses of the other officers.**

Appendix B

OFFEROR PROFILE

(All items on entire page must be provided to be considered.)

Company Name _____ Type of Company _____

Address _____ Total # Full Time Employees _____

_____ Phone Number _____

Email _____ Federal ID # _____

Company Start Date _____ State ID # _____

Project Manager / Principal Contact (Attach Resume) _____

Assigned Employees (Attach Resumes) _____

_____ (Attach Additional Listings) _____

Signature _____ Date _____

Position/Title _____

***Attach to this page: Resumes for all project team members.**

Appendix C

REFERENCES

Name of Firm _____

Address _____

Contact Name _____ **Position** _____

Telephone Number _____ **Email Address** _____

Dates of Services _____

Description of Services Provided:

Appendix D

A) Approach and Schedule of Work

i. Response to Section 2.2

B) Cost Proposal

C) Knowledge and Experience

D) Subcontractors

E) Other Materials