

**HAWAII STATE PUBLIC LIBRARY SYSTEM
INVITATION FOR BIDS
HSPLS IFB 23-02**

**DWDM (DENSE WAVE DIVISION MULTIPLEXING)
UPGRADE**

Notice Date: January 6, 2023

BIDS TO BE SUBMITTED THROUGH HlePRO

**OFFER DUE DATE & TIME:
FEBRUARY 3, 2023
2:00 P.M.**

Offerors interested in responding to this electronic solicitation must be a registered user on the State of Hawaii eProcurement System - HlePRO (<https://hiepro.ehawaii.gov/welcome.html>) in order to participate in this procurement. Registration is free. Once registered, Offerors can login to view and respond to the HlePRO solicitation.

**HAWAII STATE PUBLIC LIBRARY SYSTEM
INVITATION FOR BIDS
HSPLS IFB 23-02**

DWDM (Dense Wave Division Multiplexing) Upgrade

(To replace and upgrade Sorrento passive DWDM network to CISCO 15216 Passive DWDM hardware)

Hawaii State Public Library System
Fiscal Services Office
44 Merchant St.
Honolulu, HI 96813

To Whom It May Concern:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications, Special Conditions, and General Conditions, Form AG-008 attached hereto and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check \surd one only)**

- A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**
 - A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.
- State of incorporation: _____

Offeror is: Sole Proprietor Partnership Corporation Joint Venture Other _____

Federal I.D. No.: _____ Hawaii General Excise Tax License I.D. No.: _____

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Date: _____

Respectfully submitted:

Telephone No.: _____

Authorized (Original) Signature

Fax No.: _____

Name and Title (Type or Print)

E-mail Address: _____

Exact Legal Name of Company (Offeror)

*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed: _____

**HAWAII STATE PUBLIC LIBRARY SYSTEM
INVITATION FOR BIDS
HSPLS IFB 23-02**

**DWDM (Dense Wave Division Multiplexing) Upgrade
(To replace and upgrade Sorrento passive DWDM network to CISCO 15216 Passive DWDM hardware)**

Summary Equipment List or Equivalent				
Qty	Description	Specify Manufacturer or Equal	% Equipment E-Rate Eligible	Price
204	CISCO 15216 4ch OADMs			
204	CISCO DWDM SFP (100 GHz ITU grid)			
204	1m OS2 LC to LC UPC Simplex OFNR 2.0mm Fiber Patch			
204	15216 Mechanical Frame (if the OADMs are to be mounted in 19 inch cabinets/racks)			
204	CISCO SFP-10G-SR module			
51	9PX1500RTN-L UPS backup battery			
15	Tripplite SRWF4U36 SmartRack 4U			
15	Tripplite SRWF12U38 SmartRack 12U			
10	Tripplite SRW18UHD SmartRack 18U			
40	Tripplite SR24UB SmartRack 24U			
10	Tripplite SR42UB SmartRack 42U			
	Sales Tax			
	Shipping/Freight			
	Installation – Implementation Costs			
	Total (Amount to be entered to HlePRO)			\$

SPECIFICATIONS

BACKGROUND

The State of Hawaii, The Department of Education, The University of Hawaii, and the Hawaii State Public Library System embarked in a joint program to improve access to increased transport bandwidth on Oahu, Kauai, Maui, Lanai, Molokai, and The Big Island. The plan was to share the cost and benefits of deploying a DWDM (Dense Wave Division Multiplexing) system across the islands and connecting all the facilities of the four organizations on a single unified DWDM backbone.

An RFP (Request for Proposal) was released and after evaluating several responses, Sorrento Networks was chosen. The Sorrento Passive DWDM system was chosen for its ability to continue to express wavelengths through a facility that was experiencing power issues as opposed to an active DWDM system which would drop any wavelengths that were added, dropped, and/or expressed through the system during a power issue.

The network, which at the time included all the facilities operated by the four agencies, is an extremely large passive DWDM network with 1GE wavelengths sourced from Sorrento DMM (Data Mux Module) modules Daisy chained from facility to facility for each agency. Because the network was shared among the four agencies, each DWDM span had the potential for containing wavelengths from all four agencies. This becomes a very important factor when it comes to the upgrade of the Public Library's wavelengths which will be discussed in detail later.

Due to the number of sites participating in the transport network the number of passive OADMs (Optical Add/Drop Multiplexers) numbered in the thousands. The sheer volume of OADMs at times created insertion loss greater than the power budget of the DMMs so in several locations Sorrento C-Band EDFA amplifiers were installed.

Not long after the completion of the network install Sorrento announced they were going out of business and overnight the ability to get Sorrento support or purchase additional Sorrento hardware was gone. Shortly after Sorrento announced they were shutting their doors; the University of Hawaii and The State of Hawaii procured their own dark fiber and built their own DWDM network leaving the DOE and the Public libraries on the shared DWDM core, which is the way it remains today.

Approximately eight years ago the DOE, to increase bandwidth capacity between their two data centers and several of their larger sites, overlaid an active ROADM (Reconfigurable Add/Drop Multiplexer) system on top of the existing Sorrento passive network to include EDFA (Erbium Doped Fiber Amplifiers). The DOE's new ROADM architecture and the Sorrento passive network are intertwined with one another and changes to either impact the other. Upgrading of the Public Library hardware will require careful consideration of and cooperation with the DOE to ensure no circuit is adversely impacted to the point of becoming non-operational.

SCOPE:

- 1) There are 51 Public Library Sites which reside on the Sorrento passive DWDM network, all sites will have the Sorrento hardware removed and replaced with Cisco 15216 Passive DWDM hardware. In addition, the 1GE channels currently sourced by the Sorrento DMMs will be decommissioned, the DMMs removed, and 10G channels will be provisioned across the new Cisco 15216 OADMs by placing SFP+ optics, capable of supporting the appropriate ITU wavelength, into the Public Library router at each location.

It is important to understand, the ITU wavelengths in use consist of both CWDM and DWDM and the frequency will NOT change during the transition to Cisco OADMs. The current ITU wavelengths were assigned at the inception of Sorrento Network and, because of the OADMs at intermediate DOE sites, must be maintained to avoid interfering with existing wavelengths.

The Cisco SFP+ ITU Optics operate at a 3db power budget lower than the existing Sorrento DMMs. In most cases this will not be an issue since many of the DMM sourced wavelengths are attenuated with fixed attenuators, but care will need to be taken to ensure the wavelength sourced by the SFP+ has sufficient power budget to reach the distant end site. In some cases, the DOE installed EDFA amplifiers to boost Public Library wavelengths to compensate for the additional insertion loss they created during the upgrade to Active DWDM. These EDFA amplifiers can be adjusted, if need be, but they are only on select spans however, luckily, the EDFAs are on some of the longer spans that would likely cause issues.

Care will need to be exercised and coordination with DOE will need to be maintained throughout the upgrade process to ensure the power levels of the new 10G SFP+ ITU wavelengths do not interfere with the DOE amplifiers and/or ROADMs. Channel power when traversing an EDFA amplifier must be balanced so amplifier gain is applied equally across all channels. Unfortunately, neither the Sorrento nor the Cisco OADMs filter out dropped channels completely so a portion of the signal ends up showing up at the Line Receive port of the Cisco ROADMs/Amplifiers. Figure 1 below shows what happens when Public Library wavelengths are added near a DOE ROAM site. Wavelengths #3 and #4 are DOE wavelengths that were added to the span a long distance from where this measurement was taken, the remaining waves are Public Library waves that were added at sites closer to the measuring point. The power level difference will cause the ROADM calculated span measurement to be calculated incorrectly but it will cause the ROADM algorithm to calculate the required gain setting on the ROADM/Amplifier and will take down DOE wavelengths. This can only be avoided using an OSA (Optical Spectrum Analyzer) and evaluating the wavelengths on a site-by-site bases and then attenuating the source to closely match the DOE wavelength power levels.

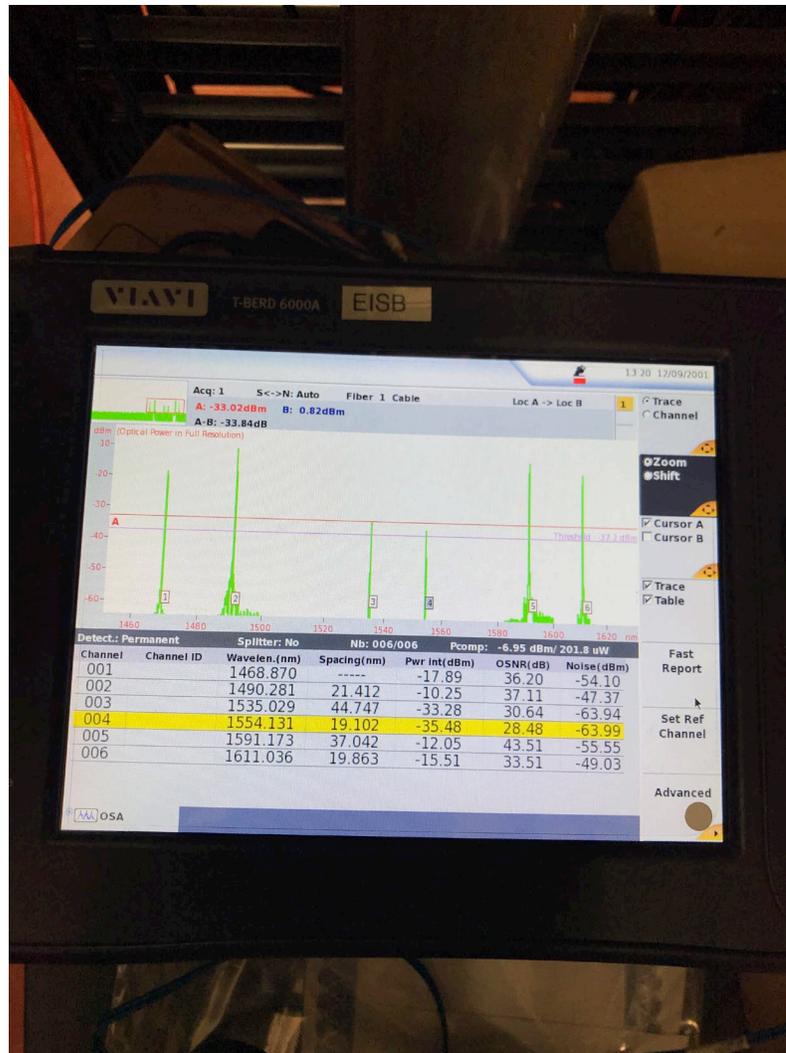


Figure 1. OSA scan at the Line Receive port of a DOE node.

There is currently very little documentation regarding the Sorrento hardware located at each site and/or the configuration of that hardware. In most cases the hardware at the public libraries is limited but a site survey of each site would be required for the following reasons.

- Document hardware components/wavelengths to aid in the procurement of matching hardware.
- Configuration of hardware to confirm signal flow of ITU wavelengths added and dropped
- OSA scan should be accomplished on both the Transmit and Receive paths for a record of power levels before and after the upgrade.

Maintaining the ITU wavelengths during the upgrade will allow for replacing OADMs on a site-by-site bases, for example if a 1560.61 wavelength exists between Library site A and Library site B, the OADMs at site A can be replaced and the 10G ITU SFP+ added to both site A and site B to allow the upgrade to 10GE before upgrading the OADMs at site B. This will provide flexibility in the approach to migration.

- 2) (51) - Eaton 9PX1500RTN-L UPS backup battery, (1) for each public library site, for the purpose of maintaining some level of “up-time” in the event of temporary power loss. Substitutions may be allowed upon approval from the project manager for the project. At a minimum, the substitution must meet the following specification(s):
- Type: On-Line Double Conversion
 - Input Voltage: 100V AC; 110V AC; 120V AC
 - Plug Type: 5-15P
 - Output (VA): 1500
 - Form Factor: Rackmount; Tower
 - Output Capacity (Watts) 1350W
 - Network Management Card enabling remote access and management
- 3) Network rack(s)/cabinet(s) to house network equipment at the following location(s)

Location	SRWF4U36 SmartRack 4U	SRWF12U35 SmartRack 12U	SRW18UHD SmartRack 18U	SR24UB SmartRack 24U	SR42UB SmartRack 42U
OAHU					
Aiea	n/a	n/a	2	n/a	n/a
Aina Haina	n/a	1	n/a	n/a	n/a
Ewa Beach	n/a	n/a	n/a	1	n/a
Hawaii Kai	n/a	1	n/a	n/a	n/a
HSL	4	n/a	n/a	n/a	1
Kahuku	n/a	n/a	n/a	1	n/a
Kailua	n/a	n/a	n/a	1	1
Kaimuki	n/a	n/a	n/a	n/a	1
Kalihi	n/a	n/a	n/a	1	n/a
Kaneohe	n/a	n/a	n/a	n/a	1
Kapolei	n/a	n/a	n/a	2	n/a
LBPD	n/a	n/a	n/a	1	n/a
Liliha	n/a	n/a	n/a	1	n/a
Manoa	n/a	n/a	n/a	n/a	n/a
McCully	n/a	n/a	n/a	n/a	n/a
Mililani	n/a	n/a	n/a	n/a	1
Nanakuli	n/a	n/a	n/a	n/a	n/a
Pearl City	n/a	n/a	n/a	n/a	1
Salt Lake	n/a	n/a	n/a	1	n/a
Wahiawa	n/a	2	n/a	n/a	n/a
Waialua	n/a	n/a	n/a	1	n/a
Waianae	n/a	n/a	n/a	1	n/a
Waikiki	n/a	n/a	n/a	n/a	n/a
Waimanalo	n/a	1	n/a	1	n/a
Waipahu	n/a	n/a	n/a	1	n/a

Location	SRWF4U36 SmartRack 4U	SRWF12U35 SmartRack 12U	SRW18UHD SmartRack 18U	SR24UB SmartRack 24U	SR42UB SmartRack 42U
KAUAI					
Hanapepe	1	n/a	1	n/a	n/a
Kapaa	1	n/a	1	1	n/a
Koloa	n/a	n/a	n/a	1	n/a
Lihue	1	1	n/a	1	n/a
Princeville	n/a	n/a	n/a	1	n/a
Waimea	n/a	n/a	n/a	1	n/a
MAUI					
Hana	n/a	n/a	1	n/a	n/a
Kahului	n/a	1	n/a	3	n/a
Kihei	n/a	n/a	n/a	n/a	n/a
Lahaina	n/a	n/a	n/a	1	n/a
Lanai	n/a	n/a	n/a	1	n/a
Makawao	n/a	n/a	n/a	n/a	n/a
HAWAII					
Hilo	6	1	n/a	1	n/a
Honokaa	n/a	n/a	n/a	1	n/a
Kailua-Kona	n/a	n/a	n/a	1	n/a
Keaau	n/a	1	n/a	1	n/a
Kealahou	n/a	n/a	n/a	1	n/a
Laupahoehoe	n/a	n/a	n/a	1	n/a
Mt View	n/a	n/a	1	n/a	n/a
Naalehu	n/a	n/a	n/a	1	n/a
North Kohala	n/a	n/a	n/a	n/a	1
Pahala	n/a	n/a	1	n/a	n/a
Pahoa	n/a	n/a	1	n/a	n/a
Thelma Parker	n/a	n/a	n/a	1	n/a

*Subject to change

Summary Equipment List or Equivalent	
Qty	Description
204	CISCO 15216 4ch OADMs
204	CISCO DWDM SFP (100 GHz ITU grid)
204	1m OS2 LC to LC UPC Simplex OFNR 2.0mm Fiber Patch
204	15216 mechanical frame (if the OADMs are to be mounted in 19 inch cabinets/racks)
204	CISCO SFP-10G-SR module
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40	Tripplite SR24UB SmartRack 24U
10	Tripplite SR42UB SmartRack 42U

TRADE NAMES AND ALTERNATIVES

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal," and service provider may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified.. Burden of proof as to equality of any material, process or article shall rest with service provider. Service Provider shall submit request together with substantiating data for substitution of any "or equal" item within the sealed bid packet at the closing of bids. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time of bid response.

Please note: All "or equal" components must not void and must be supported by corresponding manufacturer warranty.

HSPLS retains the right to be sole judge as to whether equivalency has been proven and whether alternates will be accepted.

SPECIAL PROVISIONS

TERMS AND ACRONYMS USED HEREIN

Procurement Officer	=	The contracting officer for the Hawaii State Public Library System
HSPLS	=	Hawaii State Public Library System
SPO	=	State Procurement Office of the State of Hawaii
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
IFB	=	Invitation for Bids
GET	=	General Excise Tax

1. SCOPE

This Invitation for Bids for the Dense Wave Division Multiplexing (DWDM) Upgrade by the Hawaii State Public Library System shall be in accordance with the Specifications, Special Provisions of HSPLS IFB No.23-02 and the State's General Conditions.

2. AUTHORITY

This IFB is issued under the provisions of the State Procurement Code (HRS Chapter 103D) and the State Procurement Office's applicable Directives, Circulars and administrative rules. All prospective Offerors are charged with the presumptive knowledge of all applicable legal authorities. Submission of a valid executed offer by any prospective Offeror shall constitute admission of such knowledge on the part of such prospective Offeror.

3. PROCUREMENT OFFICER

The Procurement Officer is responsible for administering and overseeing the Contract, including monitoring and assessing contractor performance.

The Procurement Officer for the Contract is:

Mallory Fujitani
Special Assistant to the State Librarian
44 Merchant Street
Honolulu, Hawaii 96813
Telephone: (808) 586-3713

4. RESPONSIBILITY OF OFFERORS

Offeror is advised that in order to be awarded a contract under this solicitation, the vendor/contractor/service provider will be required to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to HRS § 103D-310 (c):

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

The HSPLS will verify compliance on Hawaii Compliance Express (HCE) for awards \$ 2,500 or greater.

The HCE is an electronic system that allows vendors, contractors and services providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation; Federal Internal Revenue Service; Department of Labor and Industrial Relations; and Department of Commerce and Consumer Affairs.

Vendors, contractors and service providers should register online with Hawaii Compliance Express (HCE) prior to submitting an offer at <http://vendors.ehawaii.gov>. The annual registration fee is \$12.00 payable to Hawaii Information Consortium, LLC (HIC).

If you have any questions, please call: Hawaii Information Consortium, LLC
Phone no. 695-4620 or
Email: info@ehawaii.gov.

The "Certificate of Vendor Compliance" is accepted for both contracting and final payment.

It is recommended that Offerors register with Hawaii Compliance Express (HCE) prior to responding to a solicitation to ensure timely submittal when requested. Offerors should be aware that it takes thirty (30) working days to establish a compliance status.

5. CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of a bid in response to this IFB, bidder certifies as follows:

1. The costs in this IFB have been arrived at independently, without consultation, communication, or agreement with any other bidder, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the cost which have been quoted in this IFB have not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor prior to the award of the contract.
3. No other attempt has been made or will be made by the bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

6. BID PREPARATION

- a. **Offer Form, Page OF-1.** Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.
- b. **Bid Quotation.** Bid price shall be all-inclusive, and include, but not limited to, shipping, handling & freight charges, setup fees & installation cost, and all applicable taxes and expenses incurred to provide goods and/or services specified herein.
- c. **Shipping, Tax Liability.** Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current rate for each county. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

- d. **Taxpayer Preference.** For evaluation purposes, pursuant to §103D-1008, HRS, the Bidder's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.
- e. **Confidential Information.** Offerors shall designate those portions of their offer that contain trade secrets or other proprietary data that are to remain confidential subject to Hawaii Administrative Rules (HAR) §§ 3-122-21(a)(7) and 3-122-30 (c) and (d). Material designated as confidential shall be readily separable from the offer in order to facilitate public inspection of the non-confidential portion of the offer. Prices, makes and models, or catalogue number of items offered, deliveries and terms of payment, shall be publicly available at the time of opening regardless of any designation to the contrary.

7. QUESTIONS AND RESPONSES

Questions (inquiries) and clarifications regarding this solicitation are due on or before **Friday - January 13, 2022 at 2:00 p.m.** All questions (inquiries) and clarifications shall be made using the HlePRO Question and Answer Section.

Answers (responses) to questions (inquiries) shall be made by way of HlePRO, Question and Answer Section or by issuance of an addendum on or before **Tuesday – January 24, 2022 at 4:00 p.m.** All addenda shall become a part of this IFB.

8. SUBMISSION OF OFFERS

Offers shall be received electronically through the Hawaii State eProcurement called HlePRO. **Offers received outside of the HlePRO shall be rejected and not be considered for award.** To register for HlePRO, please go to <http://hiepro.hawaii.gov>. If you need assistance in registering please call (808) 695-4620 or go to the HlePRO website and click on Help-Chat online.

Offeror's electronic response to this solicitation shall be deemed an offer to sell the specified goods to the HSPLS at the price(s) shown in the response and under the terms and conditions of this solicitation. **Offerors must complete and submit (return) the following:**

Offer Forms (OF-1 to OF-2)

Attachment A: Signed E-Rate Supplemental Terms and Conditions

These document(s) must be submitted electronically, as an attachment, through the HlePRO. Offerors are responsible to ensure all forms requested are attached when submitting an offer.

If you need assistance in submitting these pages through the HlePRO, please call (808) 695-4620 or go to the HlePRO website and click on Help-Chat online.

9. AWARD OF CONTRACT

Award shall be given to the most responsive, responsible Offeror with the lowest Total Bid Price. Prices for all items shall be FOB destination, including all applicable charges and taxes.

10. ACCEPTANCE OF OFFER

Acceptance of Offeror, if any, will be made within sixty (60) calendar days after the bid due date, and the prices quoted by the Offeror shall remain firm for the sixty day period or a longer period as may be allowed upon mutual agreement of the parties.

11. CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

It has been determined that funds for this contract have been appropriated by a legislative body.

Therefore, Offeror, if awarded a contract in response to this solicitation, agrees to comply with Section 11-205.5, HRS, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by a legislative body.

12. CONTRACT EXECUTION

The HSPLS shall issue a Purchase Order to the successful Offeror. **NO PERFORMANCE OR PAYMENT BONDS ARE REQUIRED FOR THIS CONTRACT.**

13. NOTICE TO PROCEED

Delivery will be 90 days from the date of the Purchase Order.

No work is to be undertaken by the Contractor prior to the official commencement date on the Purchase Order. The HSPLS is not liable for any work, contract, costs, expenses, loss of profits, or any damage whatsoever incurred by the Contractor prior to the work start date.

14. INVOICING

The Contractor must submit an original copy of the invoice to:
Hawaii State Public Library System
Fiscal Services Office
44 Merchant St.
Honolulu, HI 96813

15. PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the HSPLS will reject any bid submitted with a condition requiring payment within a shorter period. Further, the HSPLS will reject any bid submitted with a condition requiring interest payments greater than that allowed by §103-10, HRS, as amended.

The HSPLS will not recognize any requirement established by the Contractor and communicated to the HSPLS after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

16. PROTEST

Pursuant to HRS § 103D-701, an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Contract Administrator (CA), Mallory Fujitani, 44 Merchant Street, Honolulu, Hawaii, 96813.

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award.

Award(s), if any, resulting from this solicitation shall be posted to the State procurement Office (SPO) website: <http://www.hawaii.gov/spo>.

17. CANCELLATION OF IFB AND PROPOSAL REJECTION

The HSPLS reserves the right to cancel this IFB and to reject any and all proposals in whole or in part, and waive any defects, when it is determined to be in the best interest of the HSPLS, pursuant to HAR §3-122 -96 through HAR §3-122-97.

Attachment A
E-RATE SUPPLEMENTAL TERMS AND CONDITIONS
Signed copy to be returned with bid response.

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

1) E-RATE CONTINGENCY

The project herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the HAWAII STATE PUBLIC LIBRARY SYSTEM may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the HAWAII STATE PUBLIC LIBRARY SYSTEM.

2) SERVICE PROVIDER REQUIREMENTS

The HAWAII STATE PUBLIC LIBRARY SYSTEM expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this IFB.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>

Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html

Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2023.

- d. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- e. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.
- f. **Within one (1) week of award, the awarded Service Provider must provide the HAWAII STATE PUBLIC LIBRARY SYSTEM a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.**
- g. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- h. The awarded Service Provider is required to send copies of all forms and invoices to the HAWAII STATE PUBLIC LIBRARY SYSTEM prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the HAWAII STATE PUBLIC LIBRARY SYSTEM placing the vendor on an "Invoice Check" with the USAC <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>
- i. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the HAWAII STATE PUBLIC LIBRARY SYSTEM and a USAC service substitution approval with the exception of a Global Service Substitutions.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>. Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

- d. BIDDERS are required to comply with the FCC's Lowest Corresponding Price ("LCP") Requirement for all equipment and Services. BIDDER acknowledges that BIDDER is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-rate Funding, BIDDER agrees that it will not hold the HAWAII STATE PUBLIC LIBRARY SYSTEM liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, COMADS and/or RIDFS.
- e. The Service Provider attests that its offer does not violate the FCC's Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at USAC's Website: <https://www.usac.org/about/reports-orders/supply-chain/>.
- f. This offer is in full compliance with USAC's Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) STARTING SERVICES/ADVANCE INSTALLATION – Category 1 Services

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2023 funding year (July 1, 2023). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

EARLY FUNDING CONDITIONS

Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 , released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:

<https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/>

Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking ([FCC 14-99](#) , released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

However, NO INVOICING can take place prior to July 1 of the funding year.

5) INVOICING

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The HAWAII STATE PUBLIC LIBRARY SYSTEM will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the HAWAII STATE PUBLIC LIBRARY SYSTEM will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission, certification and USAC approval of Form 486, the HAWAII STATE PUBLIC LIBRARY SYSTEM shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the HAWAII STATE PUBLIC LIBRARY SYSTEM decide that it is in the best interest of the HAWAII STATE PUBLIC LIBRARY SYSTEM to file a Form 472, the HAWAII STATE PUBLIC LIBRARY SYSTEM will inform the Service Provider of its intent.
- b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the HAWAII STATE PUBLIC LIBRARY SYSTEM will only be responsible for paying its non-discounted share.

6) FCC/SLD AUDITABILITY

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The HAWAII STATE PUBLIC LIBRARY SYSTEM, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION

During the term of any Agreement resulting from this RFP, the HAWAII STATE PUBLIC LIBRARY SYSTEM may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the HAWAII STATE PUBLIC LIBRARY SYSTEM's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The HAWAII STATE PUBLIC LIBRARY SYSTEM shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

I, the undersigned, as an authorized agent of _____ (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature: _____ **Title:** _____

Phone Number: _____ **Email:** _____

Service Provider Name: _____