

INVITATION FOR BIDS (IFB) NO. 23-6255
FOR
SYSTEM-WIDE TELEPHONY INFRASTRUCTURE AND SERVICES
ADMINISTRATION, MAINTENANCE, AND INTEGRATION
FOR
UNIVERSITY OF HAWAII
HONOLULU, HAWAII

FEBRUARY, 2023

BOARD OF REGENTS
UNIVERSITY OF HAWAII
HONOLULU, HAWAII

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IT IS THE RESPONSIBILITY OF ALL BIDDERS TO CHECK THE TABLE OF CONTENTS TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE REVIEWED AND THAT THE MANDATORY BID FORM IS SUBMITTED AS PART OF THEIR BID PACKAGE.

NOTICE TO BIDDERS

The University of Hawaii IFB No. 23-6255, for System-wide Telephony Infrastructure and Services Administration, Maintenance, and Integration for University of Hawaii, Honolulu, Hawaii will be issued and awarded through the University's electronic procurement system (HlePRO). **All bid responses must be submitted electronically through HlePRO no later than 2:30 p.m., March 16, 2023.** Bids received after the due date and time or received in a form other than electronically through HlePRO will not be considered.

Bidders are advised that they should not wait until the last minute to submit their bid through HlePRO. Bidders are solely responsible for ensuring that their electronic submission through HlePRO is complete and all necessary files (Mandatory Bid Form) are attached to their bid prior to the IFB due date and time. The University shall not be responsible for any delay or failure of any Bidder to submit any materials updated through the IFB process on a timely basis.

Electronic Procurement

The University is utilizing the Hawaii Electronic Procurement System (HlePRO) to solicit bids for this service electronically. Bidders interested in responding to this electronic solicitation must be registered on HlePRO. To register, visit the following link: https://hiepro.ehawaii.gov/videos/video/vendor_registration.html. Reference the Vendor Quick Reference Guide for additional information at <https://hiepro.ehawaii.gov/static-resources/VendorQuickReferenceGuide.pdf>.

HlePRO will be the system of record to issue the IFB, receive the Mandatory Bid Form and other Bid requirements, issue Amendments and make award for the IFB. Amendments and other information and materials shall be provided through HlePRO, including additions or changes with respect to the due date and time.

Special instructions in HlePRO related to this solicitation are incorporated herein and made a part of this IFB through reference. Bidders shall review all special instructions located in HlePRO.

Questions and Clarifications

All questions must be submitted electronically through HlePRO. Questions must be submitted by **March 6, 2023**. Responses will be posted on **March 9, 2023**.

The University may refuse to answer any questions received outside of HlePRO or after the Questions/Answers deadline.

David Lassner
President, University of Hawaii

Posting Date: **February 27, 2023**

Vendors are responsible for notifying the Procurement Specialist Kurt Minato (e-mail: minato@hawaii.edu) for accessibility concerns related to this IFB

NOTICE TO BIDDER

BID REQUIREMENTS

SYSTEM-WIDE TELEPHONY INFRASTRUCTURE AND SERVICES ADMINISTRATION, MAINTENANCE, AND INTEGRATION FOR UNIVERSITY OF HAWAII

By attaching The Mandatory Bid Form to HlePRO, the bidder has carefully examined the INVITATION FOR BIDS (IFB) NO. 23-6255, FOR SYSTEM-WIDE TELEPHONY INFRASTRUCTURE AND SERVICES ADMINISTRATION, MAINTENANCE, AND INTEGRATION FOR UNIVERSITY OF HAWAII, HONOLULU, HAWAII, and offers to provide the services, as required by the University for an initial period of ONE (1) year commencing on the Notice to Proceed date and may be renewable thereafter on an annual basis for up to THREE (3) additional one-year periods for a total of 4 years, in strict accordance with the true intent and meaning of the Invitation for Bids (IFB), as follows:

TAX LIABILITY

Both out-of-state and Hawaii bidders are advised that the amount bid on this solicitation is subject to the general excise tax imposed by Chapter 237, Hawaii Revised Statutes (HRS) and, if tangible property is being imported into the State of Hawaii for resale, the use tax (currently 1/2%) imposed by Chapter 238, HRS. (Refer to Taxes in the General Provisions.) Bidders are therefore cautioned to consider such taxes in formulating their bids since no adjustments to the prices bid shall be allowed.

BASIS FOR AWARD

The award of contract, if awarded, shall be made to the lowest responsive and responsible bidder on the **TOTAL AGGREGATE AMOUNT (PARTS 1 AND 2)**. **Bidders must bid on all items in Parts 1 and 2 in order to be considered for award.**

NOTE TO BIDDERS

An acceptable bid must conform in all material respects to this Invitation for Bids. Any of the following may be grounds for disqualification:

1. Taking exception to any of the specifications, terms or conditions contained in the IFB.
2. Placing conditions on the furnishing of solicited goods or services.
3. Inclusion of a quotation or order form containing additional specifications, terms or conditions.
4. Referencing external documents containing additional specifications, terms or conditions.

Bidders are advised that bids are evaluated as submitted and requests by bidders to delete conditions contained in their bids after bid opening cannot be considered.

TECHNICAL SPECIFICATIONS

This section indicates the Technical Specifications for the System-Wide Telephony Infrastructure and Services required. The Technical Specifications listed herein are the minimum requirements and are mandatory for an accepted bid.

1. SCOPE OF SERVICE

The University of Hawaii is requesting services to provide the administration, maintenance, and integration of new services for the University's current system-wide telephony infrastructure and services. The current Avaya platform provides voice services to approximately 12,000 IP and analog stations across the University of Hawaii system.

Contractor shall provide comprehensive coverage for all common communication equipment, services, and operations at the core as well as at each campus. The campus locations encompass, but are not limited to the following: University of Hawaii at Manoa, University of Hawaii at Hilo, University of Hawaii Maui College, University of Hawaii West Oahu, Kauai Community College, Leeward Community College, Honolulu Community College, Kapiolani Community College, Windward Community College, and Hawaii Community College.

2. BACKGROUND

The University of Hawaii comprises TEN (10) campuses located on the islands of Oahu, Maui, Kauai, and Hawaii. The University also has community-based learning centers and other facilities on the islands of Lanai and Molokai as well as the previously mentioned islands. The University is a multi-dimensional operation conducting research, education, and public service programs.

Currently the University's telephone services for the ten campuses are provisioned as follows:

- A. For local calling, the PBXes are doing the digit manipulation and sending the appropriate number of digits to the PSTN; users must dial an access code (usually a "9") + (808) (this is optional) + telephone number.
- B. For Inter-Island calling, the PBXes are doing the digit manipulation and sending the appropriate number of digits to the PSTN; users must dial an access code (usually a "9") + (808) (this is optional) + telephone number.
- C. For domestic long distance calling, the PBXes are sending the digits as dialed; users must dial an access code (usually a "9") + "1" or "0" + Area Code + telephone number.

- D. For international long distance calling, the PBXes are sending the digits as dialed; users must dial an access code (usually a "9") + "011" or "01" + country code + telephone number.

3. UNIVERSITY SYSTEM-WIDE COMMUNICATION PLATFORM

The University owns and operates the University's system-wide communication platform. The core servers are housed on the University of Hawaii, Manoa Campus, in the IT Data Center. Current services include voice and voicemail services using the Avaya Aura System Manager, Avaya Aura Session Manager and Avaya Aura Messaging.

At each of the TEN (10) campuses, there is a high availability Avaya Communication Server 1000E, configured as a survivable node with PRI circuits. The service boundary or demarcation point for the campus communication servers are the communication server's Ethernet connection to the campus network, the connection to the analog cards on the communication server or analog gateway, and the carrier hand-off demarcation points for the public switched telephone network (PSTN) and private carrier facilities.

The demarcation points for Manoa includes the IDF (intermediate Distribution Frame) located at the Remote Peripheral Equipment (RPE) building for analog service to the Manoa lower campus locations and the MDF (Main Distribution Frame) located at Bilger Addition and Information Technology Center (ITC) Building for analog service to the Manoa upper campus locations. Items specifically EXCLUDED from this IFB are telephone sets, emergency call boxes (ECBs), elevator phones, and the campus cable distribution plant. An inventory of the specific components to be covered under this contract are as follows:

- A. Core Communication Equipment (Located at UH Manoa IT Center)
 - 1) 2 qty - Avaya CS1000E release 7.6
 - 2) 2 qty - Avaya Aura Session Managers
 - 3) 2 qty - Avaya Aura Communication Servers 4
 - 4) Avaya Signaling Servers
 - 5) 1 qty - Avaya Aura Messaging Release 7.1
- B. Hawaii Community College, located on the island of Hawaii
 - Existing equipment: Avaya CS1000E HA System Rel. 7.6 TDM lines: 47 (analog) IP Users: 341
 - SIP Access Ports: 32 IP RAN Con: 20 IP MUS Con: 60
 - PSTN interface: 1 PRI Trunk LO: Hawaiian Telcom
 - <http://www.hawaii.edu/campuses/hawaii.html>
- C. Honolulu Community College, located on the island of Oahu
 - Existing equipment: Avaya CS1000E HA System Rel. 7.6 TDM Lines: 29 (analog) IP Users: 405

SIP Access Ports: 56 RAN Con: 20 MUS Con: 60
PSTN interface: 2 PRI Trunks LO: Hawaiian Telcom
<http://www.hawaii.edu/campuses/honolulu.html>

- D. Kapiolani Community College, located on the island of Oahu
Existing equipment: Avaya CS1000E HA System Rel. 7.5 TDM Lines: 66
(analog) IP Users: 523
SIP Access Ports: 82 RAN Con: 21 MUS Con: 41
PSTN interface: 2 PRI Trunks LO: TW Telecom (Spectrum)
<http://www.hawaii.edu/campuses/kapiolani.html>
- E. Kauai Community College, located on the island of Kauai
Existing equipment: Avaya CS1000E HA System Rel. 7.6 TDM lines: 35 (analog)
IP Users: 218
SIP Access Ports: 32 RAN Con: 20 MUS Con: 40
PSTN interface: 1 PRI Trunk LO: Hawaiian Telcom
<http://www.hawaii.edu/campuses/kauai.html>
- F. Leeward Community College, located on the island of Oahu
Existing equipment: Avaya CS1000E HA System Rel. 7.6 TDM lines: 45 (analog)
IP Users: 529
SIP Access Ports: 73 IP RAN Con: 40 IP MUS Con: 60
PSTN interface: 2 PRI Trunks LO: Hawaiian Telcom
<http://www.hawaii.edu/campuses/leeward.html>
- G. Maui College, located on the island of Maui, main campus in Kahului
Existing equipment: Avaya CS1000E HA System Rel. 7.6 TDM lines: 102 (analog)
IP Users: 543
SIP Access Ports: 32 RAN Con: 20 MUS Con: 60
PSTN interface: 2 PRI Trunks LO: Hawaiian Telcom
<http://www.hawaii.edu/campuses/maui.html>
- H. University of Hawaii, Hilo located on the island of Hawaii
Existing equipment: Avaya CS1000E HA System Rel. 7.6 TDM lines: 181 (analog)
IP Users: 1020
SIP Access Ports: 100 IP RAN Con: 20 IP MUS Con: 20
PSTN interface: 3 PRI Trunks LO: Hawaiian Telcom
<http://www.hawaii.edu/campuses/hilo.html>
- I. University of Hawaii, Manoa, located on the island of Oahu
Existing equipment: Avaya CS1000E HA System Rel. 7.6 TDM lines: 1097 (analog) IP
Users: 6030
SIP Access Ports: 488 RAN Con: 5 MUS Con: 57 IP RAN Con: 50 IP MUS Con 25
PSTN interface: 13 PRI Trunks LO: Hawaiian Telcom
<http://manoa.hawaii.edu>

- J. University of Hawaii, West Oahu, located on the island of Oahu.
 Existing equipment: Avaya CS1000E HA System Rel. 7.6 TDM lines: 32 (analog) IP Users: 392
 SIP Access Ports: 32 RAN Con: 20 MUS Con: 40 IP RAN Con: 20 IP MUS Con: 60
 PSTN interface: 1 PRI Trunk LO: Hawaiian Telcom
<http://www.hawaii.edu/campuses/westoahu.html>
- K. Windward Community College, located on the island of Oahu
 Existing equipment: Avaya CS1000E HA System Rel. 7.6 TDM lines: 45 (analog) IP Users: 343
 SIP Access Ports: 32 RAN Con: 0 MUS Con: 20 IP RAN Con: 20 IP MUS Con: 60
 PSTN interface: 1 PRI Trunk LD: TW Telecom (Spectrum)
<http://www.hawaii.edu/campuses/windward.html>

The voice system supports the local campuses 3-5 digits dial plans, least cost call routing, toll bypass through tandem networking and hop-off, and utilizes the local public switched telephone network trunks for wide area network failover. The dial plan is as follows.

		Dialing Patterns (Kapiolani CC uses "6" instead of "9" for off campus calls	Routing Description
A.		"0"	Access Auto Attendant or operator at local campus & to reach DID# & non-DID# of each campus
B.		3 - 6 digits	On-campus calls (including local campus non-DID#) Note: Non-DID numbers = private phone # for local campus only
C.		"808" + 7 digits	On-campus calls (exclude local campus non-DID#) Inter-campus calls Intra-state calls (on island & inter-island) Domestic long distance calls
D.		"1" + "808" + 7 digits	On-campus calls (exclude local campus non-DID#) Inter-campus calls Intra-state calls (on island & inter-island) Domestic long distance calls

E.	"9" + "6" + for KapCC	Public Safety: "911" or "1" + "911" Suicide Lifeline: "988" or "9988" or "6988"	Emergency Numbers (Public Safety Answering Point) and (Suicide and Crisis Lifeline)
F.		"011" + Country Code + Foreign Phone No.	International long distance calls
G.	"9" + "6" + for KapCC	7 digits	On-campus calls (exclude local campus non- DID#) Inter-campus calls Intra-state calls (on island & inter-island)
H.	"9" + "6" + for KapCC	10 digits	On-campus calls (exclude local campus non- DID#) Inter-campus calls Intra-state calls (on island & inter-island) Domestic long distance calls
I.	"9" + "6" + for KapCC	"1" + 10 digits	On-campus calls (exclude local campus non- DID#) Inter-campus calls
			Intra-state calls (on island & inter-island) Domestic long distance calls
J.	"9" + "6" + for KapCC	"911" or "1" + "911"	Emergency Number (Public Safety Answering Point)
K.	"9" + "6" + for KapCC	"011" + Country Code + Foreign Phone #	International long distance calls
L.		7AD or 10AD or "1" + 10AD	Access Auto Attendant or operator at each campus & to reach DID numbers & non-DID numbers of each campus.
M.	"9" + "6" + for KapCC	7AD or 10AD or "1" + 10AD	Access Auto Attendant or operator at each campus & to reach DID numbers & non-DID numbers of each campus.
N.	"9" + "6" + for KapCC	"0"	Access intraLATA operator (local phone company operator)
O.	"9" + "6" + for KapCC	"00"	Access interLATA operator (Long Distance Carrier operator)
p.		Tandem Incoming Calls	For incoming calls to the local campus (via PSTN or SIP trunks) the "Node" shall be able to terminate/forward the calls at the campus network or forward the calls to the PSTN based on the dialed digits received.
Q.		Least Cost Routing	For outgoing calls from the local campus, the system shall be able to apply Least Cost Routing in selecting PSTN trunks & SIP trunks; and to utilize far end "Nodes" to extend the calls to local

			communities.
R.		"611"	Phone Repair Contact Number (re-translate to a 7-digit number on campus or off campus)
S.	"9" + "6" + for KapCC	"611"	Phone Repair Contact Number (re-translate to a 7-digit number on campus or off campus)

The SIP protocol is used to communicate between the core servers and the campus HA communication servers. Communication from the IP phone switch to the IP phones uses the UNiStim proprietary software but the phone sets can be flashed to SIP.

The University network is configured to support the voice network on a private network across the University of Hawaii system. The University will be responsible for monitoring of the data network and ensuring that it is configured to support voice traffic, as well as maintaining the voice provisioning server at each site.

4. ADMINISTRATION AND MAINTENANCE

The administration and management component are inclusive of tasks and responsibilities consistent with an enterprise-class operation. The Contractor shall provide all parts, services and support to the University of Hawaii per the services levels described within the scope of the maintenance agreement. A minimum list of services are as follows:

- A. Shall perform root cause analysis and provide results to the University of Hawaii of any problem designated as major within THIRTY (30) calendar days of final resolution.
- B. Shall provide emergency contact numbers to report system problems after normal business hours and weekends.
- C. Within the scope of the maintenance agreement, shall perform software programming, maintenance, and configuration for software upgrades, new releases, patches, and advance replacement hardware that are remedial in nature and are offered at no charge by Avaya in the scope of the maintenance agreement.
- D. Shall install and configure version upgrades and updates from Avaya to ensure system is no more than one version behind the current Generally Available software release. The version upgrades and updates from Avaya shall be provided at no additional cost to all campuses of the University of Hawaii.

- E. Shall provide the appropriate maintenance software yearly support by the manufacturers for phone servers and for core servers which shall be included as part of the price. All software upgrades and patches of the core and remote servers as authorized, including the Avaya signaling server, Avaya communication server, Avaya session manager, Avaya system management server, and Avaya Aura messaging shall be included in the yearly maintenance cost.
- F. Shall coordinate and schedule installation and configuration of firmware and operating system upgrades with the University of Hawaii staff to minimize interruptions. If the maintenance is service affecting, it must be done outside of the University's normal business hours.
- G. Shall provide 7x24x365 proactive system monitoring and error resolution for the University's CS1000 and core services. Additionally, the Contractor must provide notification to designated University of Hawaii personnel of major alarms that occur outside of the University's normal business hours.
- H. Shall isolate and report problems into the PSTN and report these problems to the appropriate Network Service Provider. The Contractor must coordinate with the Service Provider to insure timely problem resolution at no cost to the University.
- I. Shall conduct quarterly service review meetings with the University of Hawaii and Avaya personnel during the maintenance agreement period.
- J. Shall provide the name, physical location, and contact information (including mobile phone number) of the responsible service manager to the University.
- K. Shall perform a system health check or audit within the scope of the maintenance agreement, and within THIRTY (30) calendar days of each contract anniversary date. A report of problems found and recommended corrective actions shall be provided to the University before any changes are made. If a deviation is discovered and determined to be within the scope of services provided under this contract, then the Contractor shall be responsible for taking appropriate corrective action.
- L. Shall provide all replacement equipment and components covered by this maintenance agreement necessary to maintain the phone and voicemail system in peak working condition per Avaya specifications and the University's site specific requirements.
- M. Prior to any upgrades, the system configurations and data shall be backed up for all affected systems.
- N. Backups of system configuration and routing tables shall be made after each successful upgrade, and daily backups shall be performed on the voicemail data store and the CS1000 phone configurations.

- O. Shall manage the call routing tables.
- P. Shall provide annual capacity review of the system with recommendations.
- Q. Shall provide one annual traffic study. Additional traffic studies may be requested.
- R. Shall conduct annual security review.
- S. Shall conduct periodic management function to analyze costs and operational effectiveness of the University's communication system configuration, performance, services, and operations.
- T. Shall have ability to remotely shutdown and bring up CS1000 for scheduled campus power outages. Each campus can provide remote hands service under the direction of a technician if required.
- U. Shall meet the specified service level agreements.

Excluded is the administration support for day-to-day moves, adds, and changes (MAC) of phones, the creation of voicemail boxes, and the creation and maintenance of voice menus.

When required, the University may request for a technician to be on-site for scheduled power outages or other University scheduled maintenance work that may impact the system. Some sites will require assistance in shutting down and restoring service during prolonged maintenance periods. IT Specialists are available at each site, and can provide remote hands service to shut down and bring up servers.

If the University elects to discontinue the relationship with the Contractor in the event of a contract termination, the Contractor agrees to do a pro-rated refund on PASS and PASS Plus Agreement and will not charge the University any type of financial penalty.

The University operates a Unimax 2ndNature system that has an interface to the SIP communication platform to support updates to the phone server database and an interface for administrators from the campuses to access the web interface. While direct support for this system is NOT a part of this scope of work, cooperative support for the interfaces is expected to be included with support for the UH System-Wide Communication platform.

5. SERVICE LEVEL AGREEMENTS

Response times required shall be determined based upon the severity level of the outage and its impact to the University of Hawaii, as determined by the University. Response times and severity categories shall be defined as:

- A. MAJOR: Defined as an outage of TWENTY-FIVE PERCENT (25%) or more of the system and/or campus lines or trunks, any PRI or SIP connection to telecom carrier is down, complete system failure of any component required for call processing for the system and/or campus, or the failure of a peripheral application such as voice mail. A major failure is further defined as any outage or service interruption that significantly impacts the ability of the University and/or campus to provide reliable communications services to the students, faculty and staff, as determined by the University. Response time for a Major outage is within TWO (2) hours, 24x7x365. Response is defined as the initial engagement and commencement of remedial tasks by the service provider, either on site, or via the provider's remote maintenance facility. Major outages shall be resolved within FORTY-EIGHT (48) hours. Any deviation from this will require a detailed schedule to resolve the problem that is approved by the University.
- B. MINOR: Defined as an outage or service interruption that affects a small number of users and does not significantly impact normal communication services to the University and/or campus. Response time for a minor outage is EIGHT (8) business hours, Monday through Friday. Response is defined as the initial engagement and commencement of remedial tasks by the service provider, either on site, or via the provider's remote maintenance facility.

Failure to respond to a major outage within the contractually agreed time frame shall entitle the University to a credit in the amount of TWENTY-FIVE PERCENT (25%) of the monthly maintenance fees for the month in which the Service Level Agreement breach occurred

6. ADDITIONAL CAPACITY

As part of normal operations, the University will add capacity to the system-wide communication platform. This may include adding more ports and/or licenses, moving licenses to other phone servers within the license pool, and/or adding a new site. This expansion is within the scope of the contract and pricing shall be in accordance with the prices established within the contract.

All other University statewide locations encompassing, but not limited to, University of Hawaii at Hilo, University of Hawaii Maui College, University of Hawaii West Oahu, Kauai Community College, Leeward Community College, Honolulu Community College, Kapiolani Community College, Windward Community College, and Hawaii Community College. These locations independently administer their own voice services and utilize a mixture of Centrex, e.g., Centranet, and/or B-1 service; some locations may also have

on-premise telephone switching equipment, such as key systems, VoIP systems, or small PBX units. Other locations may decide to "opt-in" to participate with the contract provided via a written contract modification. The Bidder shall note that location specific requirements may dictate that it pursues its own, separate approach to contracting for these services.

7. LABOR AND MATERIALS

The University may incorporate new University sites into this contract. Any addition of a new site will be handled as a project and will be incorporated as a written modification to the contract and shall be in accordance with the pricing of the contract.

All questions pertaining to the Technical Specifications must be submitted electronically through HlePRO. Questions must be submitted by **March 6, 2023.** Responses will be posted on **March 9, 2023.**

The University may refuse to answer any questions received outside of HlePRO or after the Questions/Answers deadline.

Bidders are cautioned to review the Technical Specifications carefully and thoroughly. Objections to or requests for clarification of the specifications shall be made through HlePRO as a Question or in writing in accordance with the General Provisions to the Office of Procurement Management prior to the submittal of a bid. The submittal of a bid shall be considered as acceptance of the specifications as published.

SPECIAL PROVISIONS

1. SCOPE

The providing of System-Wide Telephony Infrastructure and Services Administration, Maintenance, and Integration for University of Hawaii shall be in accordance with the terms and conditions of IFB No. 23-6255 and the General Provisions dated September 2013 included by reference. Copies of the General Provisions are available at the Office of Procurement Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822 or the General Provisions may be viewed at: <https://www.hawaii.edu/procurement/vendor-info/terms-and-conditions/general-provisions-for-goods-and-services/>

2. AUTHORITY

IFB No. 23-6255 is issued under the provisions of Hawaii Revised Statutes, Chapters 103 and 103D. All prospective bidders are charged with presumptive knowledge of all requirements of the cited legal authorities. Submission of a valid executed bid by any prospective bidder shall constitute an affirmation of such knowledge on the part of such prospective bidder.

3. TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The Technical Representative of the Procurement Officer is Kevin Kawabata, Information Technology Specialist, Phone (808) 956-7347.

4. BIDDER'S QUALIFICATIONS

Bidder shall possess the necessary qualifications, certifications and experience to demonstrate its ability to support an enterprise-class installation of the size and complexity as the University of Hawaii's system.

Bidder shall be an Avaya Silver Level Partner or higher at the time of bid submittal. Bidder must be authorized by Avaya to sell, engineer, service and provide managed spares for all products contained in this quotation. Bidder shall be fully qualified on the University's installed software releases, including anticipated future releases when they become available, so as to support a comprehensive management and operational program to take full advantage of the University's investment in its telecommunications assets.

Bidder shall be registered to do business in Hawaii, have been in the business of providing IP-based PBX maintenance and administration of the type and nature proposed, to customers in Hawaii for at least the past ONE (1) year, and have current contracts to provide IP-based PBX maintenance and administration services to multiple Hawaii customers that have needs comparable to that of the University of Hawaii, under which comparable services have been successfully performed.

Bidder shall have an office on Oahu staffed with a mix of engineering/design, technical support, and administrative personnel as appropriate to the nature of its proposed services. Oahu-based personnel are required to adequately support the expected level of service and

problem response required by the University and to support its broad-based and complex operations. Proposed services for neighbor island campus locations shall also require on island staffing as appropriate to the nature of the proposed services

Bidder shall be capable of providing a local, single point of contact for customer service and billing related items. Contract shall include the name, title, location and telephone number of this lead individual.

Bidder shall maintain a current stock of all critical spare parts within the Honolulu area, and be able to provide any needed hardware replacement item in a timely manner, i.e. so as to minimize any anticipated customer impact due to hardware failures.

Bidder shall possess experience with multiple carriers supporting ISDN-PRI trunks using Communication Server 1000 and Avaya Aura platforms.

5. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor shall provide said services as an independent contractor and shall not be under the direction or control of the University. The University shall not be responsible for any claims and demands of any kind or nature that may be brought against it on any matter or thing arising out of or in connection with the services provided by the Contractor.

6. RIGHTS AND REMEDIES OF THE UNIVERSITY FOR DEFAULT

In the event any services furnished by the Contractor in the performance of the contract should fail to conform to the specifications, the University may reject the same, and it shall thereupon become the duty of the Contractor for correct same to conform to specifications, without expense to the University provided that should the Contractor fail, neglect, or refuse to do so, the University shall thereupon have the right to purchase in the open market, for the performance of such service and to deduct from any monies due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the University. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the University.

7. REJECTION OF CONTRACTOR'S EMPLOYEES

The University reserves the right to reject any of the Contractor's employees that the University deems incompetent, uncooperative, negligent, insubordinate, or otherwise objectionable.

8. TERM OF CONTRACT

The anticipated start date of the contract is May 1, 2023. The Contractor shall enter into a contract with the University for the period of ONE (1) year commencing on the date designated in the Notice to Proceed. Thereafter, the contract shall be renewable for THREE (3) additional one year periods, for a total of FOUR (4) years, without the necessity of bidding, upon mutual agreement in writing, THIRTY (30) days prior to the annual renewal date. The prices for

technical support and maintenance, materials, and labor shall remain fixed for the first THREE (3) years of the contract. Thereafter, the Contractor may request an escalation to the then contracted price in accordance with SPECIAL PROVISION 9, ESCALATION CLAUSE, of the contract, upon written request NINETY (90) days prior to the annual renewal date. Further, the University may terminate the contract at any time, after the first year, upon THIRTY (30) days prior written notice

9. ESCALATION CLAUSE

The prices for technical support and maintenance, materials, and labor shall remain fixed for the first THREE (3) years of the contract. Thereafter, the Contractor may request an escalation to the then contracted price in an amount not to exceed THREE PERCENT (3%). Any escalation in price for technical support and maintenance, materials, and labor shall be requested of the University in writing NINETY (90) days prior to the renewal date of the contract. Any price adjustment to the price shall be upon mutual agreement and made through a written modification to the contract.

10. SUCCESSOR

The successful bidder (Successor) who is awarded the succeeding contract, upon receipt of the Notice to Proceed, shall arrange a meeting with the Technical Representative for an orderly transition of services with the least possible inconvenience to the University. This condition shall remain a part of the contract and be applicable at the time of any transfer or takeover of services in the future by the Successor. The predecessor shall continue to operate and retain residual responsibilities on a diminished basis until such time as they are completely phased out. The University shall not be responsible for any predecessor equipment remaining on University property beyond the end of the arranged phase-out period.

11. PAYMENT

The contract pricing and billing per year will be divided into four (4) quarters and recalculated each quarter based on the system active ports.

The Contractor shall be remunerated upon submission of a properly executed original invoice indicating the contract number, to University of Hawaii, Information Technology Services, Administrative Services, 2520 Correa Road, ITC 5th Floor, Honolulu, Hawaii 96822, no later than THIRTY (30) calendar days following submission of invoice and acceptance of services.