

INVITATION FOR BIDS (IFB) NO. 24-7712
TO
PROVIDE HEWLETT PACKARD ENTERPRISE NIMBLE STORAGE ARRAYS
MAINTENANCE SUPPORT SERVICES
FOR
INFORMATION TECHNOLOGY SERVICES
UNIVERSITY OF HAWAII
HONOLULU, HAWAII

DECEMBER, 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. 24-7712, to Provide Hewlett Packard Enterprise Nimble Storage Arrays Maintenance Support Services for Information Technology Services, University of Hawaii, Honolulu, Hawaii is issued and will be awarded through the State of Hawaii's electronic procurement system (HlePRO). **All bid responses must be submitted electronically through HlePRO no later than 2:30 p.m., January 4, 2024**. 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

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 for the issuance of the IFB, to receive the Mandatory Bid Form and other Bid requirements, issue Amendments, and make award for the IFB. Amendments and other information and materials provided through HlePRO, may include 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 and requests for clarifications must be submitted electronically through HlePRO. Questions must be submitted by **December 21, 2023** at 4:00 p.m., Hawaii Standard Time. Responses will be posted on **December 28, 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: December 14, 2023

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

BID REQUIREMENTS**HEWLETT PACKARD ENTERPRISE NIMBLE STORAGE ARRAYS
MAINTENANCE SUPPORT SERVICES
FOR
INFORMATION TECHNOLOGY SERVICES
UNIVERSITY OF HAWAII**

By attaching The Mandatory Bid Form to HlePRO, the bidder has carefully examined the INVITATION FOR BIDS (IFB) NO. 24-7712, TO PROVIDE HEWLETT PACKARD ENTERPRISE NIMBLE STORAGE ARRAYS MAINTENANCE SUPPORT SERVICES FOR INFORMATION TECHNOLOGY SERVICES, UNIVERSITY OF HAWAII, HONOLULU, HAWAII, and offers to provide the Hewlett Packard Enterprise Nimble Storage Arrays Maintenance Support Services, as required by the University for a THREE (3) year term commencing on the Notice to Proceed date, estimated from February 1, 2024 through January 31, 2027, 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 (YEAR 1, 2 AND 3)**. **Bidders must bid on all THREE (3) years 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 Hewlett Packard Enterprise Nimble Storage Arrays Maintenance Support Services required. The Technical Specifications listed herein are the minimum requirements and are mandatory for an accepted bid.

1. OVERVIEW

The University of Hawaii (University) has Hewlett Packard Enterprise (HPE) Nimble Storage Arrays since October 2020, which are used by mission critical Enterprise applications at the University such as Sakai (Laulima) and the University's Enterprise Wide backup system, Veeam. Maintenance support services for the HPE Nimble Storage Arrays are essential to obtain replacement parts for defective hardware, software updates, and on-site and telephone support from manufacturer-certified engineers when issues arise.

2. HPE NIMBLE STORAGE ARRAYS INVENTORY

The following HPE Nimble Storage Arrays are currently in use by the University and are located at the Information Technology Center, 2520 Correa Road, Honolulu, Hawaii 96822:

Quantity	Product Code	HPE Serial Number	Support SKU
1	AF60	5UM0400079	HT6Z1AC
1	HF40	5UM0410005	HT6Z1AC
1	HF40	5UM0410002	HT6Z1AC
1	HF40	5UM0410004	HT6Z1AC
1	ES3-H84TE	5UM040006B	HT6Z1AC
1	HF60	5UM0440017	HT6Z1AC
1	ES3-H210TE	5UM044000W	HT6Z1AC
1	HF60	5UM044001C	HT6Z1AC
1	ES3-H210TE	5UM0440011	HT6Z1AC
1	ES3-H210TE	5UM0440010	HT6Z1AC
1	HF60	5UM044001B	HT6Z1AC
1	ES3-H210TE	5UM0440013	HT6Z1AC

3. MAINTENANCE SUPPORT SERVICES REQUIREMENTS

- a. A contract for maintenance support services is required for all current HPE Nimble Storage Arrays listed in Technical Specification 2, HPE NIMBLE STORAGE ARRAYS INVENTORY.
- b. Contractor must be the manufacturer or manufacturer's authorized reseller of HPE Nimble Storage Arrays replacement parts, maintenance software updates and maintenance support services.

- c. Contractor shall provide on-site hardware maintenance support services with a FOUR (4) hour on-site response time, available SEVEN (7) days a week, TWENTY-FOUR (24) hours a day, THREE HUNDRED SIXTY-FIVE (365) days a year. Contractor shall have at all times a minimum of ONE (1) full-time manufacturer-certified engineer on the island of Oahu to provide on-site hardware maintenance support services.
- d. Contractor shall have a toll-free telephone number, providing support from a manufacturer-certified engineer to troubleshoot technical issues with a FOUR (4) hour call-back response time, available SEVEN (7) days a week, TWENTY-FOUR (24) hours a day, THREE HUNDRED SIXTY-FIVE (365) days a year.
- e. Contractor shall ensure that the engineers providing on-site and telephone maintenance support services are manufacturer-certified, experienced and fully qualified to provide the required services on the HPE Nimble Storage Arrays in accordance with the best commercial practices. The Contractor may subcontract or assign work to be performed under its contract with the University only to the original equipment manufacturer.
- f. Contractor shall not utilize any unpaid parking stalls at the University of Hawaii at Manoa campus when providing on-site hardware maintenance support services. Contractor shall procure its own parking pass/ticket from the University of Hawaii at Manoa Commuter Services or coordinate parking at the Information Technology Center with Information Technology Services.
- g. Contractor shall furnish all labor, installation, materials, tools, equipment, replacement parts, transportation, shipping, and delivery necessary to provide on-site maintenance support services for the hardware listed in Technical Specification 2, HPE NIMBLE STORAGE ARRAYS INVENTORY. Contractor shall ensure that all materials, parts, peripherals and accessories used for replacement parts are the original equipment manufacturer. Third party or gray market parts shall not be used.
- h. Contractor shall maintain a parts inventory in a local facility on the island of Oahu, and ensure that the parts are readily available, stocked and are sufficient to maintain the on-site hardware maintenance support services response time.
- i. Contractor shall have direct access to HPE technical support for the HPE Nimble Storage Arrays.
- j. Contractor shall have a maintenance escalation procedure that includes the manufacturer with both the Contractor and University allowed to determine when and what level of escalation is appropriate.

- k. Contractor is responsible for providing maintenance support from the manufacturer. Contractor shall notify University Information Technology Specialist, Yu Xian He at yuxian@hawaii.edu of maintenance software updates and patches as they become available from the manufacturer. Contractor shall provide maintenance software updates and patches from the manufacturer at no additional cost.
- l. Maintenance support services must include Defective Media Retention (DMR) for all storage arrays hardware due to University Executive Policy 2.215, Institutional Data Governance.
- m. Contractor shall maintain and keep current a maintenance file which shall contain at minimum, the following:
 - 1) The level or version of maintenance software on the University's HPE Nimble Storage Arrays.
 - 2) The University's current inventory of University HPE Nimble Storage Arrays.
 - 3) The start and end dates of maintenance support coverage.
- n. Contractor shall have a local office on the island of Oahu with a designated point of contact to facilitate the coordination of the contract.
- o. Upon award, Contractor shall provide documentation that the manufacturer's hardware, maintenance software update licenses, and maintenance support have been registered to the University.

All questions pertaining to the Technical Specifications must be submitted electronically through HlePRO. Questions must be submitted by **December 21, 2023**. Responses will be posted on **December 28, 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 PROVISIONS1. SCOPE

The providing of Hewlett Packard Enterprise Nimble Storage Arrays Maintenance Support Services for Information Technology Services, University of Hawaii shall be in accordance with the terms and conditions of IFB No. 24-7712 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. 24-7712 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 Lane Fukuda, Information Technology Specialist, Information Technology Services, University of Hawaii.

4. BIDDER'S QUALIFICATIONS

To qualify to bid on the specified goods and/or services, the bidder must be engaged in a business whose primary and customary interest is to provide the specified goods and/or services. The bidder must also have the requisite experience, appropriate forms of insurance, and proper licenses. The University reserves the right to disqualify any potential bidder if, in its discretion, the University determines that the bidder does not have the requisite experience or expertise to provide the goods and/or services.

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. 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.

7. SUBCONTRACTING

General Provision 5.3, Subcontracting and Assigning, shall be deleted in its entirety and replaced with the following:

The Contractor may subcontract or assign work to be performed under its contract with the University **only to the original equipment manufacturer**. Otherwise, the Contractor shall not subcontract, convey, transfer or assign any of the work to be performed under its contract with the University, nor shall the Contractor assign the contract to any other person or firm without written permission from the Procurement Officer, and no subcontract or assignment made without such permission will be recognized. No subcontract shall, under any circumstances, relieve the Contractor of its obligation and liability under its contract with the University, and all persons engaged in performing the work covered by the contract shall be considered employees of the Contractor.

8. INSURANCE

Contractor shall, and shall ensure that all Contractor Agents shall, during the entire term of this Agreement, at no cost to UH, procure and maintain, or cause to be procured and maintained, the following insurance described below, issued by an insurance company or companies authorized to do business in the State of Hawai'i with at least an A – VII Financial Rating according to the current edition of Best's Key Rating Guide:

a. Required Insurance Coverage.

- (1) Commercial General Liability Insurance. Commercial general liability insurance written on occurrence basis covering claims with respect to injuries or damages to persons or property sustained as a result of the activities of the Contractor and/or the Contractor Agents, within, on, or about the Premises and/or the UH Campus, with limits not less than the following:

Bodily Injury and Property Damage Combined Single Limit	
\$1,000,000.00 Each occurrence	
\$2,000,000.00 General Aggregate per policy year	
\$2,000,000.00 Products and Completed Operations Aggregate per policy year	
Medical Expenses -- Any one person	\$5,000.00
Personal/Advertising Injury (Included)	
Damage to Rented Premises (Included)	

Personal/Advertising Injury coverage shall include coverage for mental injury, sexual harassment, sexual molestation or misconduct, invasion of privacy, and wrongful detention.

Such limits may be achieved through the use of umbrella/excess liability insurance sufficient to meet the requirements of this Special Provision 8, Insurance covering the Contractor’s conduct of the services on or within the Premises and/or the UH Campus and all of the activities and operations of the Contractor and the Contractor Agents in connection therewith.

- (2) Automobile Insurance. Automobile Liability Insurance to include coverage for any owned, non-owned, leased, or hired automobiles with limits of not less than the following:

Bodily Injury – Per Person	\$1,000,000.00
Bodily Injury – Per Accident	\$1,000,000.00
Property Damage – Each Accident	\$1,000,000.00
Basic No-Fault Insurance	As required by Hawai’i law

In the event there is a change in Hawai’i law regarding financial responsibility and insurance requirements of automobile owners or users which make this requirement obsolete, UH shall have the right to impose a new requirement consistent with the then Applicable Laws.

- (3) Workers’ Compensation Insurance. Workers’ Compensation insurance with respect to work by employees of the Contractor and the Contractor Agents on or about the Premises and/or the UH Campus, with coverage, amounts, and limits as required by law.
- (4) Employers Liability Insurance: Employers Liability Insurance with limits not less than:

Bodily Injury – Each Accident	\$1,000,000.00
Bodily Injury by Disease – Policy Limit	\$1,000,000.00
Bodily Injury by Disease – Each Employee	\$1,000,000.00

The Contractor shall ensure that the Contractor Agents (if any) obtain workers compensation and employer’s liability insurance with the limits described herein to cover the work performed.

- (5) Pollution Liability Insurance. If required by UH in the event Hazardous Materials (as defined herein) are or may be involved or used, Pollution Liability insurance coverage with a combined single limit coverage of at least \$1,000,000 per occurrence which shall cover environmental liabilities, including, without limitation, claims for bodily injury, property damage, environmental damage, and remediation costs resulting from pollution conditions caused by the Contractor or the Contractor Agents and/or the conduct of the Services.

- b. Common provisions. Each insurance policy that Contractor and/or any of the Contractor Agents are obligated to obtain under this Agreement shall be subject to the following:
- (1) Notice of changes. Contractor will be required to notify UH of any cancellation, limitation in scope, material change, or non-renewal of any insurance coverage right away (but no later than five (5) business days of receiving notice from the insurer).
 - (2) UH insurance not primary. Insurance obtained by Contractor and/or any Contractor Agents pursuant to this Agreement will be primary and any UH insurance will apply only in excess of and not contribute with such insurance obtained by Contractor and/or any Contractor Agents.
 - (3) Name UH as an additional insured. UH shall be named as an additional insured on all insurance coverage that Contractor and/or any Contractor Agent is required to obtain under this Agreement except for workers compensation and employers liability insurance.
 - (4) Waiver of subrogation. All insurance obtained by Contractor will contain a waiver of subrogation endorsement in favor of UH.
 - (5) UH not required to pay premiums. Contractor and Contractor Agents will be responsible for paying all costs associated with obtaining the required insurance coverage described in this Agreement, including all premiums. UH will not be responsible for paying any such costs.
 - (6) Acceptable deductibles. The terms and amounts of any deductibles for the required insurance coverage under this Agreement must be reasonable and acceptable to UH based upon the type of insurance involved and the conduct of the Services.
- c. Deposit insurance certificates. Contractor will timely deposit and keep on deposit with UH, certificates of insurance necessary to satisfy UH that the insurance requirements of this Agreement have been and continue to be satisfied during the term of the Agreement.
- d. UH may cure failure to obtain/maintain insurance. If Contractor fails to provide and maintain the insurance required by this Agreement after written notice to comply from UH, UH may, but shall not be required to, procure such insurance at the sole cost and expense of Contractor, who shall be obligated to immediately reimburse UH for the cost thereof plus ten percent (10%) to cover UH's administrative overhead.
- e. Lapse in insurance constitutes a breach. Any lapse in, or failure by Contractor or any Contractor Agents to procure and maintain the insurance coverage required under this Agreement, at any time during and throughout the term of this Agreement, shall be a breach of this Agreement and UH may terminate the rights of Contractor and all Contractor Agents to conduct the Services.

- f. Insurance shall not limit Contractor liability. Obtaining the required insurance coverage will not be construed to limit Contractor's liability hereunder or to fulfill Contractor's indemnification, defense, and hold harmless obligations under this Agreement. Notwithstanding the required insurance coverage, Contractor shall be obligated for the full and total amount of any damage, injury, or loss arising from acts or omissions of Contractor and/or the Contractor Agents.
- g. UH may adjust insurance requirements. UH may, upon reasonable notice and reasonable grounds, increase or change the form, type, coverage, or coverage limits of the insurance required hereunder, in which event Contractor shall, and shall cause the Contractor Agents to, obtain insurance, as modified. UH's requirements shall be reasonable and shall be designed to provide protection against the kind and extent of risks that exist at the time a change in insurance is required. Contractor shall satisfy all UH risk management requirements that are in effect as of the Effective Date and as may be amended from time to time.

9. RIGHTS AND REMEDIES OF THE UNIVERSITY FOR DEFAULT

In the event any service 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 to 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.

10. TERM OF CONTRACT

The Contractor shall enter into a contract with the University for the period of THREE (3) years commencing on the Notice to Proceed date, estimated from February 1, 2024 through January 31, 2027 and the total bid amount shall remain firm for the entire THREE (3) year term.

11. PAYMENT

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