

INVITATION FOR BIDS (IFB) NO. 24-785

TO

PROVIDE REDUNDANT COMMODITY INTERNET SERVICE FOR DRFORTRESS

INFORMATION TECHNOLOGY SERVICES

UNIVERSITY OF HAWAII

HONOLULU, HAWAII

MARCH 2024

BOARD OF REGENTS

UNIVERSITY OF HAWAII

HONOLULU, HAWAII

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NOTICE TO BIDDERS

The University of Hawaii IFB No. 24-785, to Provide Redundant Commodity Internet Service for DRFortress, Information Technology Services, University of Hawaii, Honolulu, Hawaii, will be issued via the Hawaii Electronic Procurement System (HlePRO). **Bids must be submitted via HlePRO no later than 2:30 p.m. HST, April 5, 2024. Bids received after the bid due date and time or not submitted via HlePRO will not be considered.**

Bidders are advised to allow ample time for submitting their bid to ensure the submission process is completed and timely. **Bidders are solely responsible for ensuring their bid submission is completed prior to the bid due date and time.** The University shall not be responsible for any delay or failure of Bidders in submitting a complete bid.

ELECTRONIC PROCUREMENT

Bidders interested in responding to this solicitation must be registered on HlePRO. To register, visit the URL: 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](https://hiepro.ehawaii.gov/static-resources/VendorQuickReferenceGuide.pdf).

HlePRO is the system of record for issuing IFB No. 24-785 and related amendments (including changes to the bid due date and time). In addition, HlePRO is the sole vehicle for Questions, Requests for Clarification, Bid Submittals (i.e., MANDATORY BID FORM and related attachments) and Notification of Award. Bidders shall review all special instructions in HlePRO related to this IFB which are made a part of this IFB through reference.

QUESTIONS AND REQUESTS FOR CLARIFICATION

Questions and Requests for Clarification regarding the Technical Specifications or any other aspect of the IFB must be submitted via HlePRO by **4:00 p.m. HST, March 27, 2024**. Responses are scheduled to be posted on **April 1, 2024**.

The University shall not be required to answer Questions or Requests for Clarification not submitted via HlePRO or received after the Questions and Requests for Clarification deadline.

David Lassner
President, University of Hawaii

Posting Date: March 21, 2024

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

BID REQUIREMENTS
PROVIDE REDUNDANT COMMODITY INTERNET SERVICE
FOR DRFORTRESS

Submission of the **MANDATORY BID FORM** via HlePRO confirms a bidder has carefully examined the INVITATION FOR BIDS (IFB) NO. 24-785, PROVIDE REDUNDANT COMMODITY INTERNET SERVICE FOR DRFORTRESS, INFORMATION TECHNOLOGY SERVICES, UNIVERSITY OF HAWAII, HONOLULU, HAWAII, and offers to provide the services to DRFortress, LLC, 3375 Koapaka Street, Suite D-198, Honolulu, Hawaii 96819, in strict accordance with the true intent and meaning of the Invitation for Bids (IFB). Delivery shall be completed within **THIRTY (30) days** from the date designated in the Notice to Proceed.

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 University shall make a single award to the lowest responsible and responsive bidder on the **BASIC BID**.

Prices for all items shall be F.O.B. destination, including all applicable charges and taxes.

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 vehicles. The Technical Specifications listed herein are the minimum requirements and are **mandatory** for an accepted bid.

1. SCOPE OF WORK

The University of Hawaii is requesting bids to provide a Redundant Commodity Internet Service at its DRFortress location. The University currently subscribes to a Commodity Internet Service port from a provider on the US West Coast. The redundant service at DRFortress is designed to provide diversity to the University's connections and increase the reliability and availability of the University's network.

2. BACKGROUND

The University of Hawaii System operates TEN (10) campuses located throughout the State of Hawaii on FOUR (4) major islands (Oahu, Maui, Kauai, and Hawaii), as well as a number of facilities and education centers throughout the State, including Molokai and Lanai. It is a multi-dimensional operation conducting education, research, and public service programs. The University designs, maintains and manages its own circuits connecting all campuses together.

Currently, the University subscribes to a Commodity Internet Service on the US West Coast via circuits that it owns. Tier-1 transit is via Level 3, AS 3356. All other campuses utilize the same Internet Service out of UH Manoa. The University is issuing this Invitation for Bids to provide a redundant Commodity Internet Service out of its DRFortress location to increase the reliability and availability of the University's network to all campuses and other facilities.

3. REDUNDANT COMMODITY SERVICE DETAILS

- A. The University is interested in a Redundant Commodity Internet Service at a 10Gbps flat rate. As such, the circuit should be 10Gbps ethernet circuit (single mode, 10G-LR optics) to the Contractor's demarcation point within the DRFortress facility. The University shall be able to utilize the entire 10Gbps of capacity at no change in monthly costs.
- B. The University shall arrange for the necessary fiber cross connect WITHIN the DRFortress facility from its racks to the DRFortress carrier meet me point.
- C. Should the Contractor not have presence at the DRFortress facility, any and all necessary circuit charges, inclusive of any taxes and fees that are required to extend the Contractor's circuit to the University's cabinet at DRFortress shall be included in the non-recurring and monthly-recurring charges. The University expects the circuit extension, if required, to be completely turn key and the ongoing maintenance, support, notification of

outages, and restoration of service to be included in the total cost offered. The DRFortress is located at 3375 Koapaka Street, Suite D-198, Honolulu, Hawaii 96819.

D. As this is a Diverse Redundant Commodity Internet Service, the provider cannot be the current Internet Service provider that the University utilizes (Level 3, AS3356), nor utilize the University's current provider's Internet network connections for any of its capacity.

4. IPv4 and IPv6 Peering

The Contractor shall be able to provide BGPv4 peering for both IPv4 and IPv6 and provide the full Internet routing table for both IPv4 and IPv6 routes. The University has its own address space and is not requesting any address space for either IPv4 or IPv6 for the Contractor. The Contractor shall allow the University to transit other ASNs and networks from its downstream users across the Contractor's network and peerings with add/moves/changes requiring no service fees for the duration of the contract.

The Contractor shall offer predefined BGPv4 communities to allow the University the ability to dynamically alter its announcements to the global Internet. At minimum, such communities shall include at a minimum: blackhole, local preference override, and as-path prepending.

5. National/International Tier-1 Service Provider

The bidder, at time of bid submittal, shall be a national or international Tier-1 provider that maintains their own circuit(s) to the U.S. Mainland and/or International location(s) towards the Asia/Pacific region from Hawaii. The Contractor shall operate its own US nationwide and International IPv4 and IPv6 backbone with the same ASN that the University will peer within Hawaii, and peers with other major Tier-1 Providers at multiple sites on the U.S. Mainland and/or International locations.

6. Network Operations Center

The Contractor shall maintain a fully staffed Network Operations Centers that shall respond to support requests from the University 24x7x365 via a toll-free phone number, email address or website portal.

7. Timeframe for Service Activation

The University tentatively expects to have the service fully operational by July 2024.

All questions pertaining to the Technical Specifications must be submitted per the instructions in the QUESTIONS AND REQUESTS FOR CLARIFICATION section of the NOTICE TO BIDDERS. The submittal of a bid shall be considered as acceptance of the specifications as published.

Bidders are cautioned to review the Technical Specifications carefully and thoroughly. Objections to or requests for clarification of the specifications shall be made 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 Redundant Commodity Internet Service for DRFortress shall be in accordance with the terms and conditions of IFB No. 24-785 and the General Provisions dated September 2013 included by reference. 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. 24-785 is issued under the provisions of the 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 Chris Zane, Director of Network Services, telephone (808) 956-0974, or email: czane@hawaii.edu.

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. CONTRACT INVALIDATION

If any provision of this CONTRACT is found to be invalid, such invalidation will not be construed to invalidate the entire CONTRACT.

6. 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.

7. INSURANCE

CONTRACTOR shall, and shall ensure that all CONTRACTOR Agents shall, during the entire term of the CONTRACT, at no cost to UNIVERSITY, 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 UNIVERSITY 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

Such limits may be achieved through the use of umbrella/excess liability insurance sufficient to meet the requirements of this section (7. Insurance) covering the CONTRACTOR's conduct of the services on or within the Premises and/or the UNIVERSITY Campus and all of the activities and operations of the CONTRACTOR and the CONTRACTOR Agents in connection therewith.

- (2) 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.
- (3) Cyber Insurance. Privacy and Network Security (Cyber) insurance with a minimum limits of \$10,000,000 each claim and in the aggregate, for any security breach, including privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security, including any act or omission that compromises either the security, confidentiality or integrity of personal information in CONTRACTOR'S care, custody or control, or for which CONTRACTOR is responsible under this CONTRACT, or the physical,

technical, administrative or organizational safeguards put in place by CONTRACTOR or its authorized personnel that relate to the protection of the security, confidentiality or integrity of Personal Information.

- b. Common provisions. Each insurance policy that CONTRACTOR and/or any of the CONTRACTOR Agents are obligated to obtain under the CONTRACT shall be subject to the following:
- (1) Notice of changes. CONTRACTOR will be required to notify UNIVERSITY 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) UNIVERSITY insurance not primary. Insurance obtained by CONTRACTOR and/or any CONTRACTOR Agents pursuant to this CONTRACT will be primary and any UNIVERSITY insurance will apply only in excess of and not contribute with such insurance obtained by CONTRACTOR and/or any CONTRACTOR Agents.
 - (3) Name UNIVERSITY as an additional insured. UNIVERSITY shall be named as an additional insured on all insurance coverage that CONTRACTOR and/or any CONTRACTOR Agent is required to obtain under the CONTRACT 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 UNIVERSITY.
 - (5) UNIVERSITY 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 the CONTRACT, including all premiums. UNIVERSITY 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 the CONTRACT must be reasonable and acceptable to UNIVERSITY 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 UNIVERSITY, certificates of insurance necessary to satisfy UNIVERSITY that the insurance requirements of the CONTRACT have been and continue to be satisfied during the term of the CONTRACT.
- d. UNIVERSITY may cure failure to obtain/maintain insurance. If CONTRACTOR fails to provide and maintain the insurance required by the CONTRACT after written notice to comply from UNIVERSITY, UNIVERSITY 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 UNIVERSITY for the cost thereof plus ten percent (10%) to cover UNIVERSITY'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 the CONTRACT, at any time during and throughout the term of the CONTRACT, shall be a breach of the CONTRACT and UNIVERSITY 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 the CONTRACT. 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. UNIVERSITY may adjust insurance requirements. UNIVERSITY 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. UNIVERSITY'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 UNIVERSITY risk management requirements that are in effect as of the Effective Date and as may be amended from time to time.

8. ESCALATION CLAUSE

After the first [ONE (1)] year, the CONTRACTOR shall be allowed to request adjustments to the CONTRACT price for service charges, NINETY (90) days prior to the CONTRACT renewal date, provided that the CONTRACT price for each annual period shall not increase more than FIVE (5)% (or) more than the Consumer Price Index for Pacific Cities and U. S. City Average based on All Urban Consumers, U. S. City Average, in effect ONE HUNDRED TWENTY (120) days prior to the renewal date, whichever is less, and provided further, that the request is made in writing to the UNIVERSITY.

9. TERM OF CONTRACT

The Contractor shall enter into a contract with the University for an initial period of TWO (2) years commencing on the date specified by the Notice to Proceed. Thereafter, the contract may be renewable for an additional TWO (2) year term for a total of FOUR (4) years, without the necessity of rebidding upon mutual agreement in writing NINETY (90) days prior to the renewal date.

10. PAYMENT

The Contractor shall be remunerated upon satisfactory delivery and acceptance of the vehicles, and submission of a properly executed original invoice and ONE (1) copy, indicating the contract number, to University of Hawaii, Information Technology Services, ATTN: Administrative Services, 2520 Correa Road, Honolulu, Hawaii 96822.