

STATE PROCUREMENT OFFICE

RELEASE DATE: September 19, 2014

**REQUEST FOR PROPOSALS
No. RFP-13-021-O**

**SEALED OFFERS
FOR**

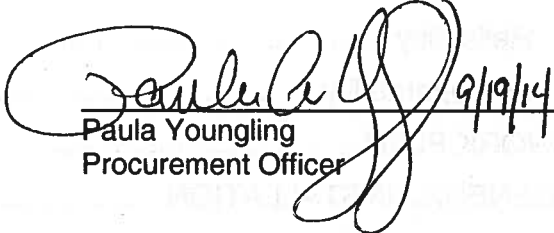
**JOINT MAINFRAME COMPUTER
LEASE REPLACEMENT
STATE OF HAWAII**

**Department of Accounting and General Services,
Department of Human Services, and the Judiciary
of the State of Hawaii**

WILL BE RECEIVED UP TO 02:30 PM HST ON

October 22, 2014

OR AS RECEIVED THROUGH ADDENDA IF APPLICABLE, THROUGH THE STATE OF HAWAII EPROCUREMENT SYSTEM (HiePRO). DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO STANTON MATO, TELEPHONE (808) 586-0566 OR E-MAIL AT STANTON.D.MATO@HAWAII.GOV.


Paula Youngling
Procurement Officer

RFP-13-021-O

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1 INTRODUCTION, TERMS AND ACRONYMS, KEY DATES

1.1 INTRODUCTION

The State Procurement Office (SPO) on behalf of the Department of Accounting and General Services, Department of Human Resources and Judiciary is requesting proposals to replace three (3) mainframe computers currently on lease and adding one (1) mainframe to be used as a Disaster Recovery Mainframe. Any award will result in a contract for four (4) new mainframe computers under a single lease for use by the DAGS/ICSD, DHS and the Judiciary. The proposals must include installation services, migration services from current mainframes to the new mainframes, hardware maintenance, software maintenance as specified by the State, and all related hardware components as specified in Section 2 of this RFP necessary to place the four (4) mainframes into production.

1.2 CANCELLATION

The RFP may be cancelled and any or all proposals rejected in whole or in part, without liability to the State, when it is determined to be in the best interest of the State.

1.3 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

Refer to RFP Section 13, ATTACHMENT 6 - Glossary of Terms and Acronyms Specific to this RFP for additional Terms and Acronyms specific to this RFP.

1.4 RFP SCHEDULE AND SIGNIFICANT DATES

The schedule represents the State's best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If a component of this schedule, such as "Proposal Due date/time" is delayed, the rest of the schedule will likely be shifted by the same number of days. Any change to the RFP Schedule and Significant Dates shall be reflected in and issued in an addendum. The approximate schedule is as follows:

Release of Request for Proposals	September 19, 2014
Pre-Proposal Site Visitation	October 1, 2014
Due date to Submit Questions*	October 6, 2014
State's Response to Questions*	October 15, 2014
Proposals Due date/time*	October 22, 2014 @ 2:30PM
Proposal Evaluations	October 23, 2014 through November 6, 2014
Discussion with Priority Listed Offerors (if necessary)	November 7, 2014 through December 1, 2014
Best and Final Offer (if necessary)	To Be Determined (TBD)
Notice of Award	December 3, 2014
Contract Start Date	February 1, 2015

*Submittal of questions, responses to questions and Proposals shall be received through the HlePRO by date and time indicated above. Proposals submitted after the deadline and/or not through HlePRO shall not be considered for award.

1.5 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

All questions shall be submitted electronically through the HlePRO by the due date specified in RFP Section 1.4, *RFP Schedule and Significant Dates*, as amended.

To facilitate a meaningful response, written questions shall reference the page, section number, paragraph, and line or sentence of the RFP to which the questions relate.

The State will respond to questions through HlePRO by the date specified in RFP Section 1.4, *RFP Schedule and Significant Dates*, or as amended.

If an Offeror submits a question after the scheduled date, the State may answer the question in the form of an addendum but does not guarantee that the answer will be provided prior to the Proposal due date.

1.6 WEBSITE REFERENCES

All applicable websites referenced by this RFP are listed in this section. For general information on procurement, Offerors should refer to the State Procurement Office (SPO) website at <http://spo.hawaii.gov>.

1.6.1 SPO Websites

Specific information:

For	Website References
Hawaii Revised Statutes and Hawai'i Administrative Rules	http://spo.hawaii.gov . Click on "References".
Protest Procedures	http://spo.hawaii.gov . Click on "For Vendors" > "Vendor Guide" > "Protests for Goods, Services & Construction".

1.6.2 Non-SPO Websites

Offerors should note that website addresses may change from time to time. If a link is not active, try the State of Hawai'i website at <http://hawaii.gov>.

For	Website References
Tax Clearance Forms (Department of Taxation Website)	http://tax.hawaii.gov click "Forms & Publications"
Wages and Labor Law Compliance, Section 103-55, HRS	http://capitol.hawaii.gov/ click "Browse HRS Sections"

Department of Commerce and Consumer Affairs, Business Registration	http://cca.hawaii.gov click "Business Registration"
Campaign Spending Commission	http://ags.hawaii.gov/campaign
Hawai'i Compliance Express	http://vendors.ehawaii.gov/hce

1.7

AUTHORITY

This RFP is issued under the provisions of the Hawai'i Revised Statutes (HRS) Chapter 103D and its administrative rules. All prospective Offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any Offeror shall constitute admission of such knowledge on the part of such Offeror.

Failure to comply with any requirement may result in the rejection of the proposal. The State reserves the right to reject any or all proposals received, or to cancel this RFP, if it is in the best interest of the State.

1.8

RFP ORGANIZATION

This RFP is organized into seven sections. Offerors are directed to consult the Table of Contents for this RFP for the page numbers of the sections. Each section contains a brief overview.

1.9

CONTRACTING OFFICE AND DESIGNATED STATE PERSONNEL

The Contracting Office is responsible for overseeing the contract(s) resulting from this RFP. The Contracting Office is:

Department of Accounting and General Services
State Procurement Office
Kalanimoku Building
1151 Punchbowl Street, Room 416
Honolulu, HI 96813

Procurement Officer:	
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Contract Administrator:	
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Email:	wayne.t.sasaki@hawaii.gov

1.10

PRE-PROPOSAL SITE VISIT

The purpose of the pre-proposal site visit is to provide Offerors the opportunity to be briefed on this procurement and to view the equipment locations. The pre-proposal site visit is not mandatory; however, Offerors are encouraged to attend to gain a better understanding of the requirements of this RFP.

Offerors are advised that any discussions at the pre-proposal site visit does not change any part of this RFP. Orally provided information is not official information. All changes and/or clarifications to this RFP shall be issued in the form of an addendum.

The pre-proposal site visit will be held as follows:

Date: Wednesday, October 1, 2014

Time: 9:00 AM (HST)

Meeting Location: State Procurement Office, Kalanimoku Building 1151 Punchbowl Street Room 416, Honolulu, HI

1st Site Visit: ICSD & DHS located at the Kalanimoku Building, Basement Level (9:30 AM – 10:30 AM)

2nd Site Visit: Judiciary Computer Center located at 1111 Alakea Street, Honolulu, HI (11:00 AM – 11:30 AM)

1.11

ADDITIONAL MATERIALS AND DOCUMENTATION

Upon request from the STATE PM each Offeror shall submit any additional materials and documentation reasonably required by the State purchasing agency during the discussion period, if any.

Specific time frames for submitting the requested documents can be found in RFP Section 3.20, SUBMISSION OF REQUESTED INFORMATION AND DOCUMENTS.

2 BACKGROUND AND SCOPE OF WORK

2.1 PROJECT OVERVIEW, BACKGROUND AND PURPOSE

The DAGS ICSD, DHS, and the Judiciary of the State of Hawaii are jointly procuring and replacing their respective leased mainframe computers and the disk storage systems. The State also requires a fourth mainframe that will serve as the disaster recovery platform for the DHS and ICSD mainframes. The replacement and DR mainframe and its disk storage system shall be leased. There will be one lease covering all four mainframes and disk storage systems, but each participating State entity will fund its unique machine and specify its individual requirements.

The State of Hawaii currently operates one z9 mainframe computer and disk storage systems for each of the following departments: DHS, ICSD, and the Judiciary. Each mainframe and disk storage system is separately funded. The DHS and ICSD mainframes and disk storage systems are collocated at the ICSD computer center and the Judiciary mainframe and disk storage system is located at its own computer center. All three mainframes and disk storage systems are leased.

The purpose of this RFP is to leverage the single procurement of four mainframe computers to obtain the following advantages.

1. Reduce the duplication of work and resources such as manpower, time, and costs incurred by the agencies to lease new mainframe computers.
2. Leverage volume to discount the cost due to the acquisition of four mainframes at one time.
3. Leverage volume to obtain additional functions, features or services.

The work described in this RFP is comprised of those specifications that will aid the Offeror in preparing a proposal that will best meet the needs of the State. The State is seeking one contractor to provide all services.

2.2 OBJECTIVES

The State has the following objectives:

1. The State must replace its current leased mainframe computers and acquire a DR Mainframe.
2. The new leases must not exceed the current monthly lease amount specified for DHS in Section 2.17.3, Current Leased Configuration, for ICSD in Section 2.18.3, Current Leased Configuration, and for Judiciary in Section 2.19.3, Current Leased Configuration.
3. The new leases must be for equivalent sized machines as identified in the attachment identifying the current configuration for each PART in RFP Section 2.
4. The State may request specific options as identified in the RFP Section corresponding to PART H, PART I and PART J that increase the monthly

lease amount but does not increase the zOS processing capacity or rating of the machine. For example: memory.

5. The upgrade or replacement of the existing mainframe computer and disk storage system must be performed with minimal disruption of services. Disruptions must be limited to the minimum possible and must be approved in advance by the State.
6. The new configuration must also replace the storage systems and other connected equipment that is part of each State entity's current lease.
7. The new configuration will be leased for a period specified in RFP Section 2.22, EQUIPMENT LEASE TERM WITH OPTION TO EXTEND. The annual lease cost shall not exceed the budgeted amount specified in RFP Section 2.22.1, Funding Cap.
8. The fail over to the State's DR mainframe must involve the maximum degree of automation within its available funding resources.

2.3 RESPONSE GUIDELINES

This RFP describes the minimum requirements and specifications for the State's replacement of the current mainframes and disk storage systems and acquisition of the DR mainframe and disk storage system. Equipment characteristics and descriptions found in this document are intended to be functional descriptions only. The actual equipment offered may provide these functions in different configurations but all proposals shall be evaluated for their benefit to the State.

2.3.1 Ease of Management

The equipment offered must provide the State with an architecture utilizing techniques that reduce the management effort needed to manage the configuration of the equipment components proposed.

2.3.2 Minimum Component

A minimum number of different components mean fewer spares, fewer manuals, and fewer training requirements. Equipment modules should be interchangeable between different chassis sizes. Simple solutions are preferred.

2.3.3 Space Efficiency

Space is at a premium at the identified locations. The equipment offered must make optimum use of floor space.

2.3.4 Simplicity

Simplicity in designing, packaging, installing, configuring, troubleshooting, maintaining, and repairing is highly valued.

2.3.5 Reliability

With minimal local support resources and remote second level support, any features that provide fault tolerance, fault containment, and automatic fault isolation have significant value. In addition, the State has legal obligations to maintain operational systems even during major disasters. Every

component, system, and facility shall be capable of rapid recovery through alternate facilities.

2.3.6 Interoperability

This RFP is forward looking. Therefore, interoperability and integration are important considerations. All proposed equipment shall at a minimum provide equivalent connectivity and inter-operate with the current State systems.

2.4 WORK PLAN

Offerors are required to submit a written work plan as part of their proposal. The purpose of the work plan is to ensure the proper coordination of all organizations and activities. The work plan shall include, but not be limited to: identification of specific phases, tasks and activities, schedules, deliverables, identification of personnel responsibilities, and other information required to ensure a successful installation.

The Contractor shall be responsible for designing and submitting to the State all required plans, drawings, and spreadsheets for the computer rooms identified by RFP Section 2.23, INSTALLATION SITES.

2.5 GENERAL INSTALLATION

Installation as described below, and including conversion of all existing data formats, if necessary, shall be completed within ninety (90) business days from the date of the STATE PM approval of Contractor's design and plan. The STATE PM will approve the design and plan within five (5) days after the first meeting on hardware, software, and services implementation assurance. Contractor in performing all work identified in this RFP shall include, at a minimum, the following:

2.5.1 Project Initiation

Conduct the first meeting on hardware, software, and services implementation assurance.

2.5.2 Hardware Installation

- a) Specify electrical connections and perform all electrical work necessary for the installation of the equipment. The cost of electrical work shall be included in the cost of the proposal and all electrical work must be coordinated with the State. Electrical work specifications, as required, shall be included in RFP Section 3.19, **PROPOSAL FORMAT SPECIFIC TO THE STATE'S REQUIREMENTS**, Proposal Section 8, Technical Information, on a separate page titled "Electrical Work".
- b) Specify floor tile modifications required for equipment and place equipment as directed by the State. Floor tile modification, as required, shall be included in RFP Section 3.19, **PROPOSAL FORMAT SPECIFIC TO THE STATE'S REQUIREMENTS**, Proposal Section 8, Technical Information, on a separate page titled "Floor Tile".
- c) Connect all electrical and passive connections for all equipment and any sub-assemblies to the equipment so that the system is operable

and ready for the acceptance test, RFP Section 6.2, ACCEPTANCE TEST.

- d) Provide any cabling required by the State to connect the proposed systems with existing equipment and/or telecommunication network devices as necessary. All cabling must be in compliance with existing fire code, IEEE, and CCITT standards.
- e) Provide all equipment or hardware devices needed to make the systems operational and ready to perform the acceptance test, RFP Section 6.2, ACCEPTANCE TEST, and operate in production mode.
- f) Assemble the systems, and make all the connections required to complete the installation process.
- g) Install and configure firmware on the proposed equipment and ensure the correct operation and function of the firmware according to manufacturer specification.
- h) Provide a facility to connect the systems to the maintenance provider's remote support facility to keep microcode current and electronically report malfunctions. Offeror shall refer to RFP Section 2.10.7, Diagnostic Tools and Test Equipment for requirements.

The Offeror shall propose an Internet connection to its remote support facility, the cost of which will be listed as a separate lines on the OF-2 attached as RFP ATTACHMENT 2. The Offeror must describe the configuration as part of RFP Section 3.19, **PROPOSAL FORMAT SPECIFIC TO THE STATE'S REQUIREMENTS**, Proposal Section 8, Technical Information, with an explanation of how transmissions are safeguarded and titled "Remote Support" on a separate page.

- i) Comply with the National Electric Code (NEC), local building and safety codes, as applicable to installation of electronic equipment. All work must be performed by licensed personnel.
- j) Perform basic machine diagnostic tests as required by the hardware manufacturer to certify the equipment operational and ready for use.
- k) Remove existing leased hardware from State premises as directed by the State. This shall include the return of the existing systems and all attached signaling cables, power cables, and connectors that are part of the hardware. Contractor shall coordinate this with the State PM or his designee.
- l) Determine and provide all necessary fiber and copper cables, connectors, adapters including gender changers, and other devices regardless of size or capabilities needed or required to make the system function. These include but are not limited to fiber cables to connect the new mainframe to the 2105-800 and 2032-064 replacements, Bus and Tag cables if needed, and cables to connect to the ESCON converters.

- m) Repair all damages to any building, support structure or equipment caused by its workers or subcontractors. Contractor shall report to the STATE PM any damage to the property or equipment that exists prior to installation.
- n) Determine and provide all necessary generic installation components required to facilitate the installation. All items such as mounting hardware, nuts, bolts, screws, cable wraps, etc., while not specifically listed, are to be provided by the Contractor.
- o) Remove tools, equipment, and all rubbish including but not limited to skidding, packing, and crating from the premises and leave the premises clean and neat. Rubbish should be disposed of in compliance with all federal and State laws.
- p) Keep hardware and firmware current with patches or modification from the manufacturer.
- q) Include the electronic erasure and certify that data on the disks have been destroyed for hard disk drives that are part of the currently leased DHS, ICSD, and Judiciary mainframes. The Offeror must describe this service as part of RFP Section 3.19, **PROPOSAL FORMAT SPECIFIC TO THE STATE'S REQUIREMENTS**, Proposal Section 8, Technical Information, with an explanation of what is included and the devices identified in RFP Section 15, ATTACHMENT 8 - Part H: DHS Inclusions, RFP Section 16, ATTACHMENT 9 - Part I: ICSD Inclusions, and RFP Section 17, ATTACHMENT 10 - Part J: JUDICIARY Inclusions. Title this as "Disk Data Destruction" on a separate page.

2.5.3 Services

- 1. Migrate the existing zLinux partitions to the new system. This should include z/VM (in total) and SUSE Linux partitions along with disk files and databases currently implemented on the existing IFL systems.
- 2. Migrate zOS data on the current storage systems attached to the existing system to the new system. This migration shall be non-disruptive.
- 3. Ensure that software versions currently executing on the existing systems will continue to function.

2.5.4 Documentation

Provide documentation as specified in RFP Section 2.14, DOCUMENTATION.

2.5.5 Maintenance

Provide maintenance as prescribed in RFP Section 2.10, MAINTENANCE REQUIREMENTS.

2.5.6 Training

Provide training as prescribed in RFP Section 2.12, TRAINING REQUIREMENTS.

2.5.7 Turn Over

Turn over of the replacement mainframes and DR mainframe and disk storage systems for Acceptance Test will be as prescribed in RFP Section 6.2, ACCEPTANCE TEST.

Any changes to the configuration in an Offeror proposal will be made through addendum to the RFP by the State during discussions prior to a call for BAFO.

2.6 WORK PARAMETERS

1. Prior to installation, the Contractor shall submit all drawings, details or design alternatives pertinent to the proposed systems to the STATE PM for approval. This submittal shall include detailed drawings of various equipment showing exact location of equipment, including but not limited to State owned equipment, existing infrastructure, proposed equipment, cross-connects, and ancillary equipment.
2. Labeling methodology shall be submitted to the STATE PM for approval prior to final labeling. All equipment and cables shall be labeled appropriately at both ends and shall be machine generated.
3. Contractor shall provide a record identifying all equipment installed as part of this RFP. Contractor shall submit records in hard copy and electronic files on machine readable format approved by the STATE PM for review and approval before acceptance tests. All records and files shall be submitted utilizing the software program versions approved by the STATE PM.

2.7 PROJECT MANAGER

Offeror shall designate an on-island (O'ahu) Project Manager (PM) to be responsible for installation, testing, and acceptance of all work performed under this RFP. The PM shall have technical and operational decision making authority.

The PM shall prepare and deliver preliminary plans and documentation to include all of the proposed equipment. The preliminary plans shall include floor space, power, cabling, equipment locations, and other documentation as required. In addition, the PM shall perform the following:

1. Provide verbal and written progress reports in project coordination meetings.
2. Submit written notification and explanation of any schedule changes, installation delays, and problem resolution foreseen by the Contractor to the STATE PM.
3. Coordinate the overall project schedule and be responsible for ensuring all products, labor, and other related elements necessary to facilitate the installation are identified and made available in order to meet the project schedule.
4. Monitor the project, bringing all changes, modifications, or discrepancies to the attention of the STATE PM.
5. Schedule all work with the STATE PM.

Coordinate with the STATE PM any corrective actions or additional components that the STATE PM determines must be supplied to ensure the correct operation of the system.

2.8 QUALITY OF EQUIPMENT

Equipment furnished under this RFP shall be new or certified as new for manufacturer maintenance certification. All equipment supplied shall be labeled and/or embossed with the manufacturer's name, logo, serial number, and/or part number. It shall be free from defects that may render it unfit for use. Damaged or rejected items shall be immediately removed from the site and replaced with items of the quality required.

No payment, whether partial or final, shall be construed to be an acceptance of defective materials. The Contractor shall be liable for latent defects, fraud, or gross misrepresentations that amount to fraud.

The State may, at any time, by written order, stop the delivery of equipment not conforming to that described in the accepted proposal. Such stop order shall not relieve the Contractor of the obligation to complete the contract within the contract time limits, nor shall it in any way terminate, cancel, or abrogate the contract or any part thereof.

2.9 DELIVERY REQUIREMENTS

2.9.1 Basic Delivery Requirements

Delivery shall include the transportation of all equipment to the site; uncrating; unpacking; removal of crating, packing, and skidding; and the positioning of the equipment for installation.

Contractor shall take necessary care and precautions not to damage State property or structures.

The Contractor shall be responsible for the risk of loss or damages that occur during delivery and installation of the equipment.

All loading, packing, crating, and skidding used in the shipment of the equipment shall be the property of the Contractor and shall be removed by the Contractor from the State's premises immediately following the installation of equipment or as directed by the State.

2.9.2 DHS and ICSD Delivery Coordination Contact

Delivery shall be to the specified installation site and coordinated through the Production Operations Support Section, Production Services Branch, ICSD (POSS). Contractor must call to receive delivery instructions and confirm delivery date which shall not be less than four (4) days from the Contractor's call. The POSS contact is Selma Murota at 808-586-1901 extension 446, 448 or 420.

2.9.3 Judiciary Delivery Coordination Point

Judiciary Computer Center (ITCD) Contact:

Name: Curtis Yamura

Title: Systems Services Branch Chief

Business Address:

Information Technology and Communications Division, Judiciary
1111 Alakea Street, 1st floor, Honolulu, HI 96813

Phone: (808) 538-5355

Fax: (808) 538-5377

Email: curtis.m.yamura@courts.hawaii.gov

Or as designated by the Judiciary's computer center administrator.

2.10 MAINTENANCE REQUIREMENTS

2.10.1 Parts Availability

The Contractor is required to maintain a parts inventory on the island of O'ahu in a nearby local office storage area or in a portable parts kit maintained by the Contractor's service representatives. The State requires that at time of proposal submission the Offeror maintain a local parts inventory of at least 95 percent of parts required to effect immediate repairs. The Offeror must be prepared to demonstrate a local parts inventory management system to the State upon two (2) days notice. The demonstration must include, but not be limited to, showing the local inventory level/reorder procedures in order that the State may verify that 95 percent parts availability levels are maintained.

2.10.2 Parts Non-availability

In the event that a failing component, assembly, or part is not available from the local parts inventory, the Contractor at its expense will be required to air ship the replacement component or part to Hawai'i and deliver it to the State's site by special courier within twenty-four (24) hours of the identification for replacement or repair. In the event that an item of equipment is inoperative for more than twenty-four (24) hours due to equipment failure, the Contractor shall take one or more of the following actions at no additional cost to the State and subject to the State's prior approval:

1. Provide backup equipment
2. Provide on-site personnel for thorough analysis of the problem
3. Provide replacement for the failing equipment

When the system is operational but not fully functional, replacement equipment for the failing component, assembly, or part must be at the State's site and installed and operational within twenty-four (24) hours after identifying the need for replacement or repair provided no other arrangements have been agreed to by the State.

The State will be the sole judge in determining if the system is not operational or is operational, but not fully functional. In all cases, priority air shipment is required for expeditious delivery and installation of required component, assembly, and/or part.

2.10.3 Engineering Change

From time to time, manufacturer may make technical equipment improvements to existing installed and operational equipment at the State.

These are accomplished through field engineering changes. These engineering changes are not only desirable but shall be critical when they are prerequisites to the addition of features to equipment and when they are required to be consistent with the equipment configuration and microcode levels. Therefore, the Contractor must track the requirement for and the installation activity of these engineering changes on each model type of equipment. Services to perform engineering changes, including parts, labor, equipment, transportation, etc., shall be furnished by the Contractor at no expense to the State. The Contractor must have the capability to effectively track engineering changes to the equipment by the manufacturer.

2.10.4 Equipment Modifications

The Contractor shall accomplish all manufacturer sponsored modifications to equipment. The all-inclusive cost to perform equipment modifications shall be included in the proposal price. Any equipment modification shall be done only with the prior approval of the State.

2.10.5 Maintenance Coordination and Control

The Maintenance Coordination and Control point for the two computer centers identified in RFP Section 2.23, INSTALLATION SITES are as follows:

For DHS and DAGS ICSD it will be the ICSD Computer Operations Supervisor at the ICSD Computer Center.

For Judiciary it will be the contact listed in RFP Section 2.19.2, Environment.

2.10.6 Maintenance Reports

The Contractor shall furnish a maintenance report upon completion of each maintenance call to the DHS and DAGS ICSD or Judiciary maintenance coordination and control point identified in RFP Section 2.10.5, Maintenance Coordination and Control that placed the maintenance call. The report shall include, but is not limited to, the following:

1. Date and time Contractor was notified
2. Date and time of Contractor's personnel arrival
3. Type and model number(s) of equipment
4. Time spent for repair
5. Description of malfunction
6. List of parts replaced
7. Additional charges, if applicable
8. Date and time of turnover to State and signature of person accepting service performance for State
9. Signature of person performing repair/maintenance

2.10.7 Diagnostic Tools and Test Equipment

All special diagnostic tools and test equipment designated by the manufacturer as necessary to detect, isolate, and correct machine malfunctions shall be available at the local service office, or the DHS and DAGS ICSD or Judiciary maintenance coordination and control point identified in RFP Section 2.10.5, Maintenance Coordination and Control.

The State also requires the Offeror to propose a remote support system that will provide the appropriate service personnel with the capability to remotely access error logs, system status, and run diagnostic tests. This remote support system will allow the customer engineer to view error logs daily and to see if the system is posting errors that could point to a component failure. When there is a hardware problem call placed, the failing device can be checked instantly by the customer engineer and the operator can be given instructions to correct the problem if possible. The hardware support equipment shall further provide the remote customer engineer with the capability to transmit corrective microcode maintenance from their remote site directly into the equipment and apply such maintenance to correct hardware problems.

2.10.8 Periods of Maintenance

The Contractor's hardware maintenance staff shall be available to respond on an on duty basis, seven (7) days per week and twenty-four (24) hours per day including holidays. The State requires that the hardware maintenance staff call back within twenty (20) minutes after the initial trouble call. If the State requires on site assistance, the Contractor's hardware maintenance staff shall respond on site within two (2) hours of the initial trouble call unless other arrangements have been made with the State's permission.

2.10.9 Hardware Maintenance Services Requirement

Offeror must include their maintenance service plan. Offeror shall include preventative maintenance, remedial maintenance, and predictive maintenance. Offeror shall also include providing replacement parts and equipment updates.

This section identifies the State's requirement for hardware maintenance. The State will further identify its response requirements for remedial maintenance in RFP Section 2.10.9, Hardware Maintenance Services Requirement.

Preventative Maintenance. A preventative maintenance schedule shall be mutually agreed upon between the Contractor and State and the Contractor shall maintain the installed equipment in a condition ready for ordinary use. Preventative maintenance shall include periodic inspection, cleaning, lubrication, adjustment and, as needed, replacement of parts or components of the equipment. Contractor shall specify in advance the length of time it will require for each such preventative maintenance visit for a specific item of equipment, and State shall make each such item available to Contractor to perform preventative maintenance. Contractor agrees that preventative

maintenance will be accomplished during times that are convenient to the State's work schedule and will comply with the State's security regulations.

Remedial Maintenance. Contractor shall perform remedial maintenance at State's location when the State notifies Contractor of an equipment failure. Remedial maintenance shall include putting the equipment in good working order, repair and testing of failing systems or exchange of a machine which cannot be repaired in the time frames set out herein. Under an exchange, Contractor will provide an exchange machine. An exchange machine may not be new but shall be certified for manufacturer maintenance.

Predictive Maintenance. Contractor shall track, predict, and correct potential malfunctions on equipment to avoid adversely impacting the State's system. When transient error recording exceed established thresholds, maintenance will be scheduled and performed on indicated units to enhance the State's system or equipment availability. Predictive maintenance will include:

1. Analysis of trend reports generated by programs that provide equivalent IBM programs like Error Recording Editing Program (EREP) data.
2. System and component status monitoring, logging and analysis procedures.
3. Use of system diagnostics or tools to exercise equipment.
4. Analysis of I/O error statistical reports.

Replacement Parts. During preventative maintenance, the Contractor may install or replace parts as necessary. Such parts may be new or refurbished as new certified for manufacturer maintenance. During remedial maintenance, the Contractor will use only new parts or components, or parts and components of equal quality. All parts and/or components thereof replaced, become the property of the Contractor. Replacement parts will be provided without additional charge to the State as part of the basic maintenance service unless excluded herein.

Safety Devices. Contractor will install, without charge, all safety devices it deems necessary.

Firmware. Contractor or its Hardware Maintenance Provider will install, as part of its hardware maintenance service, all the equipment manufacturer releases as mandatory. The installation of optional releases shall be coordinated with the DHS and DAGS ICSD or Judiciary maintenance coordination and control point identified in RFP Section 2.10.5, Maintenance Coordination and Control.

2.10.10 Hierarchy of Support for On Site Repair

The State recognizes that complex equipment malfunctions may occur which require service resources beyond that available at the local level. It therefore is mandatory that the Contractor make available to the State, at no extra charge, hierarchies of support to quickly isolate and resolve these

complex equipment malfunctions. When equipment fails or becomes inoperative, corrective maintenance will be provided as follows:

1. **First Level Technical Support.** After the Contractor's service personnel arrive at the State's installation to respond to a remedial maintenance call and the equipment malfunction has not been diagnosed and repair begun within two (2) hours of the time of arrival of the service personnel, the Contractor shall utilize second level technical support. In the event that four (4) additional hours elapse from the time of response at the second level of technical support and the equipment malfunction has not been diagnosed and repair begun, the Contractor shall utilize third level technical support. If such a failure remains unresolved for twelve (12) hours, a higher level of support service personnel will be invoked at no cost to the State.
2. **Second Level Technical Support.** A local support engineer with additional training and/or experience who specializes in providing diagnostic assistance and/or repair expertise when a problem cannot be resolved at the initial level of support.
3. **Third Level Technical Support.** A specialist who has received in-depth specialized training and/or experience and who specializes in providing diagnostic assistance and consultation to assist on unusually complex problems that cannot be resolved at the first or second support levels.
4. **Higher Level Support.** A specialist who has received in-depth specialized training and/or experience beyond the third level Technical Support Specialist and specializes in providing diagnostic assistance and consultation to assist in unusually complex problems that cannot be resolved at the first, second, or third support levels.

The Offeror must include in its proposal the names, years of experience, and location of these specialists at each support level. For Third and Higher Level Support, the Offeror must provide name and location of the facility.

2.10.11 Hardware Maintenance Staffing

Offeror's hardware maintenance personnel must be fully qualified to maintain and service all equipment proposed. The Offeror shall have a full-time staff of on-duty support personnel based on the island of O'ahu. Proof of qualification acceptable to the State must be submitted as part of the Offeror's proposal.

Hardware Maintenance Engineer

The State requires a minimum of four (4) engineers, each with a minimum of three (3) years of experience maintaining the equipment offered. Hardware maintenance personnel must be on duty and available twenty-four (24) hours per day, seven (7) days per week, including holidays.

Because of the importance that the State places on maintenance and support, an adequately staffed local office is mandatory. Required staffing levels will ensure the availability of support personnel in the event personnel

become unavailable due to causes beyond the control of the Contractor. The Offeror must provide the names, titles, and years of experience for those individuals.

2.10.12 Safeguard Data: Hardware Maintenance

Due to the confidential and critical nature of the State's data, Contractor shall ensure appropriate safeguards to protect the confidentiality of the State's data are in place and maintained at all times.

2.10.13 Disaster Recovery Support

The Offeror shall detail its disaster recovery support policy in place at the time of submission of its proposal. The Offeror shall also provide a list of private companies and government agencies to which disasters have occurred and the length of time following the disaster the Offeror delivered replacement equipment or brought its system into full operation.

2.10.14 Hard Disk Retention Option

The State of Hawai'i is required to comply with stringent information security standards which require the destruction of personal identity information or federal tax information from hard disk drives. To comply with this requirement the State shall require Offerors to include the cost for retaining failed hard disk drives for physical destruction. This cost shall be included in the Offeror's Proposal and be subject to the stated budget limit identified in RFP Section 2.22, EQUIPMENT LEASE TERM WITH OPTION TO EXTEND.

2.11 STAFFING FOR PROJECT

Staffing for this project shall be included in the Offeror's Proposal. Once award is made, any change, whether deletions, additions, reductions, or replacements, to the staffing shall be approved by the STATE PM prior to implementation.

The Contractor shall provide technical guidance and assistance in the following categories:

1. System Specialist/Technical Coordinator

The State requires a minimum of one (1) System Specialist to be available to the State at no additional cost and who has a minimum of three (3) years of experience in computer and disk storage system management, performance analysis, and operating system tuning. This person shall also be responsible for coordinating the Contractor's efforts to service and support the State. If more than one (1) system specialist is available, one (1) system specialist shall be designated primary and shall have a minimum of three (3) years of experience in all aspects of maintenance and support of large systems customers. The System Specialist shall be available to assist on an ongoing basis without limit as to hours and must be on site within two (2) hours of request from 8:00 AM to 5:00 PM, Monday through Friday. For weekends, holidays and hours outside of 8:00 AM and 5:00 PM on weekdays (the normal business day), the System Specialist shall be available with one day's notice at no cost to the State.

2. **Installation Planning Specialist**

The State of Hawai'i requires an Installation Planning Specialist with a minimum of three (3) years of experience in planning and installing the equipment offered to assist the State by providing recommendations and guidance in the following areas:

- a. **Machine Placement and Location/Room Layout.** The State requires the Installation Planning Specialist to guide the process of determining proper service clearances, cable layouts, and cable lengths.
- b. **Electrical Requirements.** The State requires the Installation Planning Specialist to determine the electrical specifications and power requirements of machines offered.
- c. **Cooling Requirements.** The State requires the Installation Planning Specialist to determine the machine cooling requirements.
- d. **Environmental Factors.** The State requires the Installation Planning Specialist to assist the State in measuring and/or determining the source of environmental problems such as radio frequency interference, voltage fluctuations, inadequate cooling/air conditioning, etc.
- e. **New Machine Installation.** The State requires that the Installation Planning Specialist provide assistance in planning the machine room layout and site preparation for new machines with the exception of machines designated for State setup.

3. **Programming Support Specialist**

The State requires the assistance of one (1) Programming Support Specialist in problem determination by analysis and diagnosis of traces, error logs and dumps, and the support and management for all installed versions and releases of the software identified in RFP Section 2.24, KNOWLEDGE AND SKILLS REQUIREMENTS. The Programming Support Specialist must also be available to guide software maintenance application and program planning for hardware installation and reconfiguration of the State's system. If more than one (1) Programming Support Specialist is available, one (1) Programming Support Specialist shall be designated primary and the other alternate. The Programming Support Specialist shall be available to the State to assist on an ongoing basis at no additional expense to the State and without limit as to hours and must be on site within two (2) hours of request from 8:00 AM to 5:00 PM, Monday through Friday. For weekends, holidays and hours outside of 8:00 AM and 5:00 PM on weekdays (the normal business day), the Specialist shall be available with one day's notice at no cost to the State.

4. **Except for the following two conditions**, the State will not accept a single individual functioning in multiple categories.

- a. One individual can function as both an installation specialist and hardware maintenance engineer.
- b. One individual can function as both a programming support specialist and system specialist.

2.12 TRAINING REQUIREMENTS

Some training will be necessary for operations and systems software personnel in equipment operation, and problem tracing and determination. The Contractor shall be prepared to conduct training within three (3) weeks of a request by the State at the State's site.

1. **Operator Training** – The purpose is to provide Shift Supervisors and/or Lead Operators with one (1), one (1) hour session of extensive hands-on training in the operational use of the proposed equipment. This training shall be available separately to the ICSD and DHS, and Judiciary sites identified in RFP Section 2.10.5, Maintenance Coordination and Control.
2. **System Programmer Training** – The purpose is to provide group sessions with extensive training for systems software personnel in file migration, system generation, and system configuration. Follow-up sessions shall also include tuning and data recovery and be provided within two (2) weeks of request. This training shall be available separately to the ICSD and DHS, and Judiciary sites identified in RFP Section 2.10.5, Maintenance Coordination and Control.

2.13 SOFTWARE TERMS AND CONDITIONS

2.13.1 Grant of License

Contractor shall grant to the State a perpetual, non-transferable, and non-exclusive license for all of the features and functionality contained in software including all of the computer program(s) consisting of a series of instructions or statements in machine readable object code form, any revisions or updates provided by the Contractor to the State pursuant to the contract, and the Program Documentation, for State users to use. Term of the license shall begin with the effective date of Contract. State's rights under the resulting contract shall not be assigned, sublicensed, or otherwise encumbered or transferred by the State except with the prior written consent of the Contractor.

Title in, and ownership of software, shall remain at all times with the Contractor. The Term of the license shall coincide with the term of the contract that begins upon acceptance of the equipment.

2.13.2 Use and Protection of Software

Software shall be installed on the computer system(s) that are part of the Offeror's proposal and shall be used by the State, its authorized employees, consultants, and subcontractors under contract to the State, working solely for the benefit of the State, and those Private Agencies authorized to access software. The State's sole responsibility for consultants and subcontractors on contract to the State will be limited to that described in RFP Section 2.13.3, Other Software Requirements. The State shall use its best efforts to

not permit or provide for transfer or reproduction of software, or any portion thereof, to be placed on a computer not at the installation site, by physical or electronic means, unless specifically authorized. The State shall not make and shall use its best efforts to not allow others to make copies or reproductions of software, or any portion thereof, or documentation in any form without the prior written consent of the Contractor. The State shall use its best efforts to not allow the distribution or disclosure of software, including derivative works, modifications, or adaptations, made by the Contractor.

Except as expressly stated herein, the State may not alter, modify, or adapt software, including but not limited to translating, reverse engineering, decompiling, disassembling, or creating derivative works, and may not take any other steps intended to produce a source language statement of software or any part thereof without the Contractor's prior express written consent which shall not be unreasonably withheld.

The State will be the sole owner of all codes developed or generated by or for the State through the use of software, provided that such codes contain no source or object codes of software. Further, the State will be the sole owner or custodian of data transmitted, received, or manipulated by software.

The State shall be authorized to copy and use software for backup, archival, and disaster recovery purposes. Software may be used on a backup CPU whenever any or all DHS, ICSD, or Judiciary computer systems are temporarily inoperable, until such CPU is restored to operation. Software may be used on a backup CPU concurrently for up to one (1) month for disaster recovery testing per year and for any period for actual disaster recovery.

2.13.3 Other Software Requirements

The State shall use its best efforts to keep confidential all software not protected by copyright. The State will reasonably protect such information and, at minimum, provide the same safeguards afforded its own confidential information. The Contractor shall keep confidential all information to which it has access in the performance of the resultant contract executed pursuant to this RFP. Confidential information shall not include information now or hereafter in the public domain, information already in the possession of the other party, information obtained from another source without obligations of confidentiality, information independently developed, or information required to be disclosed by a court or government order or applicable law.

2.13.4 Software Maintenance

2.13.4.1 Purchased Software

Software proposed on a one-time license fee or purchase basis shall provide a minimum warranty period of sixty (60) days. After this warranty period, the Offeror shall offer annual or monthly fees for maintenance of proposed software.

2.13.4.2 Licensed Software

Software proposed on an annual or monthly license fee basis shall include a warranty period of one (1) year.

2.13.5 Software Maintenance Renewal

This RFP and its resultant contract shall provide for renewal of either software maintenance or annual or monthly license fees. The State shall have the option to renew prior to contract termination in accordance with State procurement laws and practices in effect when this RFP and its resultant contract terminates.

2.13.6 Software Warranty

Each Offeror and the resulting Contractor warrants that it has full power and authority to grant the rights herein described. Contractor's obligation and liability under this section shall be to obtain any authorization necessary to make effective the grant of license to the State to use software, in such manner or method as determined by the Contractor, at the Contractor's own cost and expense.

The Contractor warrants that software will conform to the published product specifications and Program Documentation in effect at the effective date of the contract. The Contractor further warrants that, for the term of the contract, software will perform substantially in accordance with its documentation. The Contractor does not warrant that the operation of software will be error free. The Contractor's obligation and liability under this section and the Contract shall be to replace or correct software so that it will so perform. In its obligation to correct software, the Contractor will also provide assistance and consultation to the State, at no additional charge to the State, for problem determination and resolution with the use of software. This will include diagnosis and verification of problems, and correcting errors and defects in software.

The State's sole remedies for damage or loss (except personal injury or property damage) arising from use of software, Contractor services, or breach of warranty shall be the repair or replacement of software. The Contractor shall have no liability or responsibility for problems in software caused by alteration or modification by the State not authorized by the Contractor, or for problems arising out of the malfunction of equipment or other software not supplied by the Contractor.

2.14 DOCUMENTATION

The following are categories of documentation which the State requires the Offeror to provide.

2.14.1 As Built Drawings

The Offeror shall provide "as-built" diagrams for all equipment to be installed as part of the proposal including but not limited to equipment, racks, cable distribution, pathway infrastructure, cross-connects, and room layouts.

All drawings shall be submitted as electronic soft copy in PDF as specified in RFP Section 3.13.1, PROPOSAL FORMAT. Documentation shall be provided as part of the Offerors proposal.

2.14.2 Hardware Manufacturer

The Offeror shall provide all manufacturer hardware manuals needed to operate, configure, and customize the system. This documentation shall be provided on machine readable format acceptable to the STATE PM by the delivery date of the equipment.

2.14.3 Software Publisher

The Offeror shall provide all software manuals needed to operate, administer, and customize the software on the system. This documentation shall be provided in machine readable format acceptable to the STATE PM by the delivery date of the software.

2.14.4 State Required Procedures

The Contractor will create written “run books” documenting the procedures and tasks needed to be performed by the intended audience of the hardware, software and/or services proposed on a day-to-day basis. The audience consists of operators. This documentation shall be provided on machine readable format acceptable to the STATE PM within four (4) weeks of the completion of the requirements in RFP Section 6.2, ACCEPTANCE TEST.

The Contractor shall consult with the STATE PM prior to any work on this requirement.

2.14.5 State Requested Documentation

The State may request additional information, documentation, and drawings which shall be either USPS mailed or delivered by any express delivery service and electronic soft copy in PDF or TIF as directed by the STATE PM. Documentation shall be provided in accordance with RFP Section 3.20, SUBMISSION OF REQUESTED INFORMATION AND DOCUMENTS.

2.15 OPEN

This section left intentionally blank.

2.16 MULTIPLE PART RESPONSE

This RFP requires an Offeror to submit a proposal that includes RFP Section 2.17, PART H DHS CONFIGURATION AND TECHNICAL REQUIREMENTS, RFP Section 2.18, PART I ICSD CONFIGURATION AND TECHNICAL REQUIREMENTS, RFP Section 2.19, PART J JUDICIARY CONFIGURATION AND TECHNICAL REQUIREMENTS, and RFP Section 2.20, PART K DISASTER RECOVERY MAINFRAME.

Offerors shall submit proposals for all PARTs, each PART shall be self-contained, and each PART shall be jointly evaluated and awarded to leverage the procurement of the four mainframes.

Each PART shall be separately funded by the respective participating department. The RFP discussions shall be jointly conducted and the resulting contract will be executed by each agency’s Director as the source of funding for that department’s respective equipment.

For all PARTs, equipment must be capable of executing all existing software currently installed and must support the full and effective operation of all

existing equipment and software. No hardware or software modifications shall be required to permit full and effective use of equipment and software features and capabilities now installed.

For all PARTs, the Offeror is required to warrant that each software item listed in RFP Section 15, ATTACHMENT 8 - Part H: DHS Inclusions, RFP Section 16, ATTACHMENT 9 - Part I: ICSD Inclusions, and RFP Section 17, ATTACHMENT 10 - Part J: JUDICIARY Inclusions has been successfully executed on the proposed equipment in the Offerors proposal.

For all PARTs, Offerors are to submit one proposal for each PART electronically through HlePRO. Offerors shall refer to RFP Section 3.18, GENERAL INSTRUCTIONS FOR COMPLETING PROPOSAL SPECIFIC TO THE STATE'S FORMAT.

2.17 PART H DHS CONFIGURATION AND TECHNICAL REQUIREMENTS

This section contains the technical specifications and configurations of equipment currently leased by DHS. The following information is provided for consideration by the Offeror during proposal preparation.

2.17.1 Required Additional Requirements

The following are the required and optional items for inclusion to the DHS requirements.

- 1 The TS3500 replacement must be provided with 15 cases of cartridges and 5 cases of cleaning cartridges.
- 2 The new DHS mainframe shall have two 64GB LICC Enabled Memory with the option, during the subsequent lease years, to add more 64GB LICC Enabled Memory. The proposal shall include pricing for the optional memory.

2.17.2 Environment

The proposal to furnish, deliver and install a replacement to the current IBM z9 Business Class Mainframe Enterprise Server, IBM DS8100 Storage Server, and an IBM TS3500 Tape Library System under a sixty (60) month lease plan for the State of Hawaii, Department of Human Services (DHS) shall be in accordance with the requirements of this RFP including addenda, if any.

2.17.3 Current Leased Configuration

The current mainframe, as listed in the RFP Section 15, ATTACHMENT 8 - Part H: DHS Inclusions, is leased from IBM Global Finance. The existing mainframe was obtained on a lease agreement that ended December 28, 2014 or as amended and includes hardware, maintenance, software, and services. Offeror's proposal shall include the cost of the replacement system hardware, maintenance, software, and services. The Offeror must be authorized by the Lessor to offer a proposal to provide a lease to replace the mainframe equipment itemized.

The Offeror shall have prior experience with installations of substantially similar equipment in networks of equal or greater complexity to the State. The Offeror shall provide the necessary Equipment, professional support,

personnel, and services to guarantee a complete and functional system in compliance with all sections and Objectives of this RFP.

Offerors shall take note that the lease for Part H includes only system software. All appendices detailing configuration specification will contain other software but they are provided to the Offeror so the Offeror can assess and certify that the software will operate on all proposed equipment and is compatible with proposed software.

Offerors shall be aware that the State cannot fund any monthly payments that exceed the current annual payment of **\$520,718.00**. The State will allow one exception specific to the license of software. Software license discounts over a specified period of time will be accepted. If the Offeror includes this as part of his proposal, the annual payments should be broken down by year.

2.17.4 Compatibility with Existing Hardware and Software

2.17.4.1 Hardware Requirements

The proposed mainframe computer shall be totally hardware compatible with all the equipment listed in RFP Section 15, ATTACHMENT 8 - Part H: DHS Inclusions. Offerors shall note that equipment listed includes those that use the older "Bus and Tag" cables. This shall mean that the continued operation and use of this equipment listed on RFP Section 15, ATTACHMENT 8 - Part H: DHS Inclusions shall not require any modification of any software or hardware connected with the proposed equipment.

2.17.4.2 Operational Environment

All proposed equipment must operate and maintain specified performance while operating within a temperature range of 73 to 77 degrees Fahrenheit and a relative humidity range of 45 to 55 percent. Air handlers installed at the ICSD Computer Room have an air flow capacity specification of 6980 cfm.

2.17.4.3 Floor Space and Weight Requirements

The floor space requirements of the equipment proposed must be the minimum possible. The Offeror must state the total space requirements including service clearances and the weight per square inch of floor space for the proposed equipment. Please note that the raised flooring in the computer area has a weight support rating of 1000 static pounds per square inch.

2.17.4.4 Power Requirements

The environmental and electrical requirements of the equipment proposed must be the minimum possible. The Offeror must state the total power requirements for the proposed equipment. The power service available within the installation site ranges from 110 VAC, 60Hz. to 208 VAC, 60 Hz, 3 phase. The Offeror shall state the individual and cumulative total of the power requirements in amperes.

2.17.4.5 Final Determination by State

The State will make the final determination of any issues with equipment placement, floor load bearing capacity, and precautionary actions necessary to protect State facilities and property.

2.17.5 Services and Features

The selected Contractor will provide the above hardware and services needed to install and maintain the hardware. The Contractor shall migrate the existing z/OS and software from the current mainframe system to the new one. They will also assist the State IT staff in setting up the IFL engine with the base system load. Services and maintenance included under the contract awarded pursuant to this RFP are specified in this section.

2.17.6 Current Software Licenses

Software currently licensed by the State from IBM is identified in RFP Section 15, ATTACHMENT 8 - Part H: DHS Inclusions. Proposal shall include the annual or monthly cost for the software as part of the proposal for software labeled Software Included in Current Lease. The proposed equipment must be certified by the Offeror to be capable of operating the software included in the current lease.

2.18 PART I ICSD CONFIGURATION AND TECHNICAL REQUIRMENTS

This section contains the technical specifications and configurations of equipment currently on lease by ICSD. The following information is provided for consideration by the Offeror during proposal preparation.

2.18.1 Required and Optional

The ICSD is interested in increasing the processing capacity to the closest machine model that will not increase the cost of software licenses by rising to the next higher software group. Cost proposals should be within the ICSD's funding constraints identified in RFP Section 2.18.3, Current Leased Configuration.

The Offerors shall propose configurations that include all of the hardware and software currently listed as part of the current leased configuration.

2.18.1.1 Required

The following are to be added to the current configuration as required additions.

1. Increase memory to 128GB
2. IFL engines, 2 additional with option for 2 more
3. An additional increment that will bring the disk storage total Usable storage to a minimum of 10 TB.
4. Reduce the number of ESCON cards to 10
5. Increase the number of FICON cards to 2

2.18.1.2 Optional

The following should be proposed as optional cost items that may be added subject to the cost constraints identified earlier.

1. Add 2 Crypto Coprocessors

2.18.2 Environment

The ICSD provides mainframe data processing services to State Departments and Agencies. In addition, communication connections on a peer-to-peer basis have been established between the ICSD, Judiciary, and City and County data processing centers to support public safety applications resident at each site.

Services provided to State Departments and Agencies include batch processing, data communications, data management, data base management, on-line transaction processing, remote job entry services, and on-line programming support. ICSD operates its facilities twenty-four (24) hours per day, seven (7) days per week including holidays all year round.

The ICSD's Production Services Branch operates an IBM 2096-F02. The 2096-F02 supports four (4) production LPARs and one test LPAR. The LPARs are zOS 1.11 images. The current mainframe configuration contains two LINUX IFL engines. Please refer to RFP Section 16 ATTACHMENT 9 - Part I: ICSD Inclusions for the hardware configuration and a list of the current software licensed by ICSD.

The applications the IBM 2096-F02 supports includes the Department of Labor and Industrial Relations (DLIR) Unemployment Insurance and related systems; the Department of the Attorney General (DATG) Child Support Enforcement Agency (CSEA) KEIKI system; the Department of Human Services (DHS) Child Protective Services and Vocational Rehabilitation systems; the Department of Education (DOE) Financial Management System; Department of Taxation (DOTAX) General Excise and Transient Accommodation Tax system; Department of Transportation (DOT) Highway Accounting system and Airport Information system; DAGS Financial Accounting and Management information system and other financial systems; and Department of Budget and Finance (DBF) Budget system.

2.18.3 Current Leased Configuration

The current mainframe hardware and software, listed in RFP Section 16, ATTACHMENT 9 - Part I: ICSD Inclusions, is leased from IBM Global Finance. The Offeror must be authorized to offer a proposal to lease replacement mainframe equipment.

The Offeror shall have prior experience with installations of substantially similar equipment in networks of equal or greater complexity to the State. The Offeror shall provide the necessary equipment, professional support, personnel, and services to guarantee a complete, functional system in compliance with all sections and objectives of this RFP.

The existing mainframe was obtained on a lease agreement ending February 21, 2015 or as amended or extended for hardware, software, maintenance, and services through IBM Global Finance. Offeror's proposal shall include the cost of the replacement system hardware, software, maintenance, and services.

Offerors shall be aware that the State cannot fund any monthly payments that exceed the current annual payment of **\$1,010,000**. The State will allow

one exception specific to the license of software. Software license discounts over a specified period of time will be accepted. If the Offeror includes this as part of his proposal, the annual payments should be stated by year.

2.18.4 Compatibility with Existing Hardware and Software

2.18.4.1 Software Requirements

The Offeror must identify how the proposed equipment is compatible with IBM 2096-F02 channels and zOS 1.11 operating system software. The Offeror must explain how the proposed equipment will be integrated into the State's current hardware and software environment.

The State needs to reduce all costs associated with the operation of its mainframe computers. Offerors shall include in their proposals to the State how the proposed Software will reduce its software costs. Whenever applicable, Software Single Version Charging is also required for minimum of two (2) years.

2.18.4.2 Hardware Requirements

The proposed mainframe computer shall be totally hardware compatible with all the equipment listed in RFP Section16, ATTACHMENT 9 - Part I: ICSD Inclusions. Offerors shall note that equipment listed include those that use the older "Bus and Tag" cables. This shall mean that the continued operation and use of this equipment listed in RFP Section16 ATTACHMENT 9 - Part I: ICSD Inclusions, shall not require any modification of any software or hardware connected with the proposed equipment.

2.18.4.3 Operational Environment

All proposed equipment must operate and maintain specified performance while operating within a temperature range of 73 to 77 degrees Fahrenheit and a relative humidity range of 45 to 55 percent. Air handlers installed at the ICSD Computer Room have an air flow capacity specification of 6980 cfm.

2.18.4.4 Floor Space and Weight Requirements

The floor space requirements of the equipment proposed must be the minimum possible. The Offeror must state the total space requirements including service clearances and the weight per square inch of floor space for the proposed equipment. Please note that the raised flooring in the computer area has a weight support rating of 1000 static pounds per square inch.

2.18.4.5 Power Requirements

The environmental and electrical requirements of the equipment proposed must be the minimum possible. The Offeror must state the total power requirements for the proposed equipment. The power service available within the installation site ranges from 110 VAC, 60Hz. to 208 VAC, 60 Hz, 3 phase. The Offeror shall state the individual and cumulative total of the power requirements in amperes.

2.18.4.6 Final Determination by State

The State will make the final determination of any issues with equipment placement, floor load bearing capacity, and precautionary actions necessary to protect State facilities and property.

2.18.5 Services and Features

Industry standards are crucial to internetworking and the continued development and deployment of meshed networks. All proposed solutions shall adhere to the following industry standards:

2.18.5.1 Performance Equivalence

The Offeror must certify that the proposed equipment has equivalent or better capacity as the current 2096-F02 and will provide ICSD with the same or better through put and response times without exceeding the manufacturers processor capacity rating. An increase in the processor capacity or size rating, will raise the State's cost of software.

2.18.5.2 TCP/IP

IP is the predominant traffic protocol today and will become more ubiquitous as the Internet grows. The State has a large base of IP devices and continues to experience growth in its IP requirements. The proposed mainframe must be IP enabled and capable of integration into the State's existing NGN.

2.18.5.3 Linux

SUSE Linux is an open source operating system that the State has implemented on its mainframe computer. The proposed mainframe must incorporate an Integrated Facility for Linux that will add processing capacity for LINUX but not affect the zOS 1.7 software licensing of any software installed on the current 2066-0X2 mainframe.

2.18.5.4 Encryption

Encryption facilities help reduce the cost of encrypting data by providing a hardware engine to perform this task.

2.18.6 Current Software Licenses

Software currently licensed by the State from IBM is identified in RFP Section 16, ATTACHMENT 9 - Part I: ICSD Inclusions. Proposal shall include the annual or monthly cost for the software as part of the proposal for software labeled Software Included in Current Lease. The proposed equipment must be certified by the Offeror to be capable of operating the software not included in the current lease.

2.19 PART J JUDICIARY CONFIGURATION AND TECHNICAL REQUIREMENTS

This section contains the technical specifications and configurations of equipment currently leased by the Judiciary. The following information is provided for consideration by the Offeror during proposal preparation.

2.19.1 Required and Optional

An addition of four (4) OSA ports to the current four (4) OSA adapters and an addition of two (2) TS1120 Tape Drives to the current two (2) TS1120 Tape Drives are required.

An option of additional IFL specialty engine(s) and/or additional 16GB to 32GB of real memory to be obtained per year; but only at the option of the Judiciary and with the approval of the Judiciary.

2.19.2 Environment

Judiciary Computer Center (ITCD) Contact :	
Name:	Curtis Yamura
Title:	Systems Services Branch Chief
Business Address:	Information Technology and Communications Division, State of Hawaii, Judiciary 1111 Alakea Street, 9 th floor, Honolulu, HI 96813
Phone:	(808) 538-5355
Fax:	(808) 538-5377
Email:	curtis.m.yamura@courts.hawaii.gov

ITCD provides mainframe data processing services to State Departments and Agencies and the City & County of Honolulu. In addition, communication connections on a peer-to-peer basis have been established between the ICSD, Judiciary, and City and County data processing centers to support public safety applications resident at each site.

Services provided to the Judiciary include batch processing, data communications, data management, data base management, on-line transaction processing, file transfer services, and on-line programming support ITCD operates its facilities twenty-four (24) hours per day five (5) days per week excluding holidays all year round.

Inquiry to the Judiciary’s application systems are provided to several State and Federal Departments and Agencies. Data exchange and file transfers are provided to the Department of the Attorney General.

Services provided to the City & County of Honolulu include inquiry to the Judiciary’s applications systems and data file transfers.

The Judiciary operates an IBM 2096 BC Capacity Marker-C01, product number 2096-R07. The 2096-C01 supports One (1) production LPAR and one test LPAR. The LPARs are zOS 1.9 images. The current mainframe configuration contains one LINUX IFL engine which supports one (1) production LPAR and one (1) test LPAR. Please refer to RFP Section17,

ATTACHMENT 10 - Part J: JUDICIARY Inclusions for the hardware and software configuration of the 2096-C01.

The IBM 2096-C01 supports the legacy case management system for the Judiciary.

2.19.3 Current Leased Configuration

The current mainframe and software, as listed in the RFP Section 17, ATTACHMENT 10 - Part J: JUDICIARY Inclusions are leased from IBM Global Finance. The Offeror must be authorized to offer a proposal to lease replacement mainframe equipment.

The Offeror shall have prior experience with installations of substantially similar equipment in networks of equal or greater complexity to the State. The Offeror shall provide the necessary Equipment, professional operational support including third party software, personnel, and services to guarantee a complete, functional system in compliance with all sections and objectives of this RFP.

The existing mainframe was obtained on a lease agreement that has ended for hardware, software, maintenance, and services through IBM Global Finance. Offeror's proposal shall include the cost of the replacement system hardware, software, maintenance, and services.

Offerors shall be aware that the State Judiciary cannot fund any monthly payments that exceed the current annual payment of \$386,353.10. The State will allow one exception specific to the license of software. Software license discounts over a specified period of time will be accepted. If the Offeror includes this as part of his proposal, the annual payments should be broken down by year.

2.19.4 Compatibility with Existing Hardware and Software

2.19.4.1 Software Requirements

The Offeror must identify how the proposed equipment is compatible with IBM 2096-R07 channels and zOS 1.9 operating system software. The Offeror must explain how the proposed equipment will be integrated into the Judiciary's current hardware and software environment.

The Judiciary needs to reduce all costs associated with the operation of its mainframe computers. Offerors shall include in their proposals to the State how the proposed Software will reduce its software costs. Whenever applicable, Software Single Version Charging is also required for a minimum of two (2) years.

2.19.4.2 Hardware Requirements

The proposed mainframe computer shall be totally hardware compatible with all the equipment listed in RFP Section 17, ATTACHMENT 10 - Part J: JUDICIARY Inclusions. Offerors shall note that equipment listed include those that use the older "Bus and Tag" cables. This shall mean that the continued operation and use of this equipment listed on RFP Section 17, ATTACHMENT 10 - Part J: JUDICIARY Inclusions shall not require any

modification of any software or hardware connected with the proposed equipment.

2.19.4.3 Operational Environment

All proposed equipment shall operate and maintain specified performance while operating within a temperature range of 50 to 100 degrees Fahrenheit and a relative humidity range of 8 to 80 percent.

2.19.4.4 Power Requirements

Offeror shall determine appropriate power requirements pursuant to the specified equipment.

2.19.4.5 Final Determination by State

The State will make the final determination of any issues with equipment placement, floor load bearing capacity, and precautionary actions necessary to protect State facilities and property.

2.19.5 LPAR Data Migration Services

The Offerors' proposal shall include services to migrate the current production data on LPARS from the current mainframe to the new mainframe without impact and without the requirement to modify current software. The Offeror must describe the configuration as part of RFP Section 3.19, **PROPOSAL FORMAT SPECIFIC TO THE STATE'S REQUIREMENTS**, Proposal Section 8, Technical Information, with an explanation of the services to be provided and titled "LPAR Data Migration Services" on a separate page.

2.19.6 Current Software Licenses

Software currently licensed by the State from IBM is identified in RFP Section 17, ATTACHMENT 10 - Part J: JUDICIARY Inclusions. Proposal shall include the annual or monthly cost for the software as part of the proposal.

2.20 PART K DISASTER RECOVERY MAINFRAME

The mainframe described in this section shall be proposed for use in the event of a declared disaster or when the ICSD Computer Facility that houses the DHS and ICSD mainframes is deemed unusable or must be shut down for an extended period of time.

2.20.1 Location

The Disaster Recovery Mainframe will be located at:

1111 Alakea Street, 1st floor, Computer Operations Center
Honolulu, HI 96813

2.20.2 Network Connectivity

The connection that will be available between the ICSD Computer Center and the Judiciary Computer Center will be 10 Gigabit when the necessary equipment upgrades are installed.

2.20.3 Configuration Option with Storage

The Disaster Recovery Mainframe shall be configured at the minimum size necessary to operate an operating system but be capable of being

upgraded to a capacity sufficient to meet the needs of the ICSD and DHS production workload. The State estimates that this should be equivalent to the size of the current ICSD mainframe but with a memory capacity of 128GB.

The Disaster Recovery Mainframe's size should also satisfy the requirement to dynamically replicate data from both the ICSD and DHS mainframe disk storage systems.

The disk storage system shall also be sized to meet the requirements of both the ICSD and DHS production workloads. The State estimates that the capacity required shall be the sum of both ICSD and DHS disk storage systems located in RFP Section 15, ATTACHMENT 8 - Part H: DHS Inclusions and 16, ATTACHMENT 9 - Part I: ICSD Inclusions. The Disaster Recovery Mainframe shall have its disk storage system connected to both the ICSD and DHS disk storage systems through a 10GB Ethernet connection for replication. The ICSD and DHS disk storage systems shall not be interconnected to each other.

2.20.4 Configuration Option with Storage and Tape Library

This section delineates the additional Tape Library requirements of the Disaster Recovery Mainframe. The Tape Library proposed shall be the same model, machine type, and capacity as the library currently connected to the ICSD mainframe.

The Disaster Recovery Mainframe requirements shall be the same as that found above in RFP Section 2.20.3, Configuration Option with Storage.

2.20.5 Implementation Services

The Offeror shall include in its proposal for the Disaster Recovery Mainframe equipment and services that will assist the State in implementing the failover to this Disaster Recovery Mainframe with the highest level of recovery possible within the available resources of this RFP. The failover automation shall be offered at three levels. High, minimal human intervention, Medium, requiring the manual start of non-operating system functions, e.g., CICS, databases. Low, where recovery is performed by restoring current data and programs before manually starting non-operating system functions. The cost and connectivity for each shall be identified and included as part of RFP Section 3.19, **PROPOSAL FORMAT SPECIFIC TO THE STATE'S REQUIREMENTS**, Proposal Section 8, Technical Information. Title this as "Disaster Recovery Mainframe Failover Options" on a separate page.

2.20.6 Initial Installation

The first phase of the installation of the Disaster Recovery Mainframe will occur at the same time as installation of the Judiciary replacement mainframe. Installation shall include hardware installation with storage system and the Initial Program Load (IPL) of the operating system. The successful IPL shall indicate the successful acceptance test for the hardware and operating system. The second phase is the actual implementation of the fail over capability between the DHS and ICSD

mainframes to the Disaster Recovery Mainframe. This phase shall commence after the successful acceptance of the DHS and ICSD replacement mainframes.

2.21 OPTIONAL FUNCTIONS AND FEATURES

The following optional functions and features must be part of the cost proposals for each of the replacement mainframe options listed above and their costs included as part of the Proposal Cost Worksheet, RFP Section 9, ATTACHMENT 2 - Offer Form 2 (Proposal Cost Worksheet), for each. Optional functions do not apply to the DR Mainframe which should be proposed as a separate unit dedicated to disaster recovery operations.

2.21.1 Encryption of Data at Rest

The State requires Offerors to provide Information in the proposal responses to PART H, PART I and PART J to encrypt data at rest. The Offeror shall also, in detail, explain what is needed to implement this, how it works, what is required to administer it, and how current operations of the hardware, software, data restoration, production job execution will be impacted. The Offeror shall place this information as part of Proposal Section 12, **ATTACHMENTS**, in Attachment A with title "Encryption of Data at Rest". Proposal sections are specified in RFP Section 3.19, PROPOSAL FORMAT SPECIFIC TO THE STATE'S REQUIREMENTS.

2.22 EQUIPMENT LEASE TERM WITH OPTION TO EXTEND

The existing mainframes and disk storage systems identified in RFP Sections 2.17.3, Current Leased Configuration, 2.18.3, Current Leased Configuration, and 2.19.3, Current Leased Configuration are leased by the State. This RFP is a request for leasing four (4) new mainframe computers under a single lease for a period of (5) five years with the option to extend for two (2) one year extensions or parts thereof.

2.22.1 Funding Cap

Offerors are further advised that as funding for each lease originates from an appropriation, the State cannot accept proposals whose annual total lease cost is more than the amount specified in RFP Sections 2.17.3, Current Leased Configuration, 2.18.3, Current Leased Configuration, and 2.19.3, Current Leased Configuration.

2.22.2 Operating Lease

Under this lease option, Offerors proposal must be an operating lease that enables the State to treat lease payments as ordinary expenses, booked as they are incurred. The State's lease terms and conditions are part of the requirements of this RFP and attached as RFP Section 14, ATTACHMENT 7 - State Of Hawaii Lease Terms and Conditions, for operating leases. The State may require that the lease provide the State with the option to extend the lease of specific elements of the new Systems.

2.22.3 Maintenance for Leased Equipment

The operating lease resulting from this RFP requires the inclusion of maintenance for the equipment and software over the life of the lease. This can be any combination of the new product warranty and hardware

maintenance or software license or maintenance. The Offeror must state in its proposal what the duration of the new product warranty is and what the duration of hardware maintenance is. The new product warranty must be at least one year for hardware.

2.22.4 Lease Terms and Conditions Options

The lease options acceptable as responses to this RFP are as follows:

- a. A lease with payments to the Offeror named as the Contractor of the Contract issued for this RFP.
- b. A lease with the Offeror with payments assigned to a third party. For all payments assigned to a third party, the said third party shall be required to obtain proof of compliance as stated in RFP Section 5.4 RESPONSIBILITY OF OFFERORS.
- c. A lease with a third party company and payments assigned to that third party company with separate maintenance contract with successful offeror.

2.22.5 Treatment of Other Terms and Conditions

Any exceptions to RFP Section 14, ATTACHMENT 7 - State Of Hawaii Lease Terms and Conditions must be noted in Offeror's Proposal Section 10, Exceptions, with alternate language proposed. The format for Offeror's Proposal Section 10 can be found in RFP Section 3.19, **PROPOSAL FORMAT SPECIFIC TO THE STATE'S REQUIREMENTS**.

The RFP Section 4, EVALUATION CRITERIA, contains the State's evaluation criteria and point assignments for Proposals. Exceptions may negatively affect the evaluation of the proposal.

2.22.6 Extended Warranty

The Contractor shall provide an extended warranty period for the full term of the lease contract for all hardware and software included as part of the proposal. The extended warranty may be comprised of the manufacturer's initial warranty plus maintenance for the remainder of the lease term.

2.22.7 Lease Extension Option

The Lease Extension Option specified in RFP Section 2.22, EQUIPMENT LEASE TERM WITH OPTION TO EXTEND allows the State to extend this lease past the five year lease term in the event the State is unable to execute a new contract for a leased mainframe prior to the end of this lease.

The extension will be for two one-year extensions with each year extended on a month to month basis. The State will give written notice of termination of the month to month extension 30 days in advance.

The Offeror shall list the monthly lease cost for the extension period. Hardware maintenance, at the State's option, may be excluded from the monthly lease cost and separately arranged through an existing statewide hardware maintenance contract.

2.23 INSTALLATION SITES

The mainframes operated by the DHS, DAGS ICSD, and Judiciary are located as follows. The new mainframes will be at the same location, respectively.

DHS and DAGS ICSD mainframes are located at:

1151 Punchbowl St
Room B30
Honolulu, HI 96813

Judiciary mainframe is located at:

1111Alakea St
Honolulu, HI 96813

DR Mainframe shall be located at

1111Alakea St
Honolulu, HI 96813

2.24 KNOWLEDGE AND SKILLS REQUIREMENTS

The requirements for experience identified below are the minimums the State requires. Experience listed must include the minimums but experience with higher software versions, or hardware more current or capable of higher performance is acceptable. Due to the nature of the services being requested, the State is looking for the most current experience possible.

2.24.1 CICS Transaction Server

The Offeror must have a minimum of five (5) years of hands-on experience with the installation, implementation, customization, maintenance (including patching), problem resolution, and optimization of CICS Transaction Server.

The Offeror must also be able to provide guidance and recommendations on configuring CICS Transaction server based on the requirements identified by the State.

2.24.2 zOS

The Offeror must have a minimum of five (5) years of hands-on experience with the installation, implementation, customization, maintenance (including patching), problem resolution, and optimization of zOS.

The Offeror must also be able to provide guidance and recommendations on configuring zOS based on the requirements identified by the State.

zOS is the current mainframe operating system used on the ICSD and DHS mainframes installed at ICSD.

2.24.3 SMP

The Offeror must have a minimum of five (5) years of hands-on experience with the installation, implementation, customization, maintenance (including patching), problem resolution, and optimization of SMP.

SMP is an installation tool published by IBM to install its software products and is currently used on the ICSD and DHS mainframes installed at ICSD.

2.24.4 Other Specific Knowledge, Skills and Abilities

The following items are related to the software listed above and are included as part of the experience, knowledge, skills and abilities required. Offerors shall have at least two years of experience.

- The Offeror must possess knowledge of the Logical Partitions capabilities of the current mainframes.
- The Offeror must possess knowledge and skills necessary to configure, manage and resolve problems involving a Virtual Internet Protocol Address (VIPA) facility with shared Open System Adapter (OSA) cards.
- The Offeror must possess knowledge and skills necessary to configure, manage and resolve problems with integrating and networking the mainframes.
- The Offeror must be proficient in and knowledgeable about new or existing third party software already installed or planned to be installed for the software listed in this RFP section.

The version of the software referenced above shall include the current supported version of software and at least two prior releases. If a specific software version is identified, experience with that additional version is required.

2.24.5 High Availability

The State is requesting proposals for a Disaster Recovery Mainframe as stated in RFP Section 2.20, PART K DISASTER RECOVERY MAINFRAME. The Offeror must have a minimum of five (5) years of hands-on experience with the installation, implementation, customization, maintenance, problem resolution, and optimization of mainframe computers in a high availability configuration.

2.25 CABLES AND CONNECTORS

In addition, the Offeror will include in its proposal twenty-five (25) fifty (50) foot fiber cables of a quality that they can be used to connect mainframes to storage system at the maximum transmission speed rated by the manufacturer. This item will be included on the RFP Section 9, ATTACHMENT 2 - Offer Form 2 (Proposal Cost Worksheet).

3 PROPOSAL FORMAT AND CONTENT

This section provides the format of the proposal and instructions Offerors are required to follow when preparing proposals.

3.1 ELECTRONIC PROCUREMENT

3.1.1 HlePRO

The State has established the HlePRO (pronounced 'HI-PRO') to electronically solicit and receive offers for procurements. Offerors interested in responding to this electronic solicitation must be registered on the HlePRO in order to participate in this procurement. Registration information is available at the State Procurement Office (SPO) website: <http://spo.hawaii.gov>, click on HlePRO, then select create and account or Login to HlePRO.

3.1.2 Awards

Award(s) resulting from this solicitation, if any, shall be conducted through HlePRO and subject to a mandatory 0.75% (.0075) transaction fee, not to exceed \$5000 for the award. This transaction fee shall be due upon award, based on the initial award amount or estimated amount, and Vendor shall be responsible for payment of the fee to Hawaii Information Consortium, LLC (HIC), the vendor administering the HlePRO. Refer to RFP Section 5.15, Payment to Hawaii Information Consortium, LLC.

3.2 OFFEROR'S AUTHORITY TO SUBMIT AN OFFER

The State will not participate in determinations regarding an Offeror's authority to sell or lease a product or service. If there is a question or doubt regarding an Offeror's right or ability to obtain and sell or lease a product or service, the Offeror shall resolve that question prior to submitting a proposal.

3.3 REQUIRED REVIEW

3.3.1 Offeror Review

Before submitting a proposal, each Offeror must thoroughly and carefully examine this RFP, any attachment, addendum, and other relevant document, to ensure Offeror understands the requirements of the RFP. Offeror must also become familiar with State, local and federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.

3.3.2 Defects

Should Offeror find defects and questionable or objectionable items in the RFP, Offeror shall notify the State in writing prior to the deadline for written questions as stated in the RFP Schedule and Significant Dates, as amended. This will allow the issuance of any necessary corrections and/or amendments to the RFP by addendum, and mitigate reliance on a defective solicitation and exposure of proposal(s) upon which award could not be made.

3.4 PROPOSAL PREPARATION COSTS

Any and all costs incurred by the Offeror in preparing or submitting a proposal shall be the Offeror's sole responsibility whether or not any award results from this RFP. The State shall not reimburse such costs.

3.5 TAX LIABILITY

3.5.1 Tax

Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Offerors are advised that they are liable for the Hawaii GET at the current 4.5% for sales or other transactions made on Oahu. 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.

3.5.2 Federal and State Tax ID

Federal I.D. Number and Hawaii General Excise Tax License I.D. Offeror shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on Offer Form, RFP Section 8, ATTACHMENT 1 - Offer Form 1, thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales or leases made to the State.

3.6 PROPERTY OF STATE

All proposals become the property of the State of Hawaii.

3.7 CONFIDENTIAL INFORMATION (Submit as a separate file in HlePRO)

3.7.1 Notification

If an Offeror believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld from disclosure as confidential, then the Offeror shall inform the Procurement Officer named on the cover of this RFP in writing and provide the Procurement Officer with justification to support the Offeror's confidentiality claim. Price is not considered confidential and will not be withheld.

3.7.2 Written Request

An Offeror shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data Offeror considers to be confidential. Such requests for nondisclosure shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

3.8 EXCEPTIONS

Should Offeror take any exception to the terms, conditions, specifications, or other requirements listed in the RFP, Offeror shall list such exceptions in this section of the Offeror's proposal. Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any. The State reserves the right to accept or not accept any exceptions.

No exceptions to statutory requirements of the AG General Conditions shall be considered.

3.9 PROPOSAL OBJECTIVES

One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective.

Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content.

When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.

The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in RFP Section 2, BACKGROUND AND SCOPE OF WORK.

Offeror shall submit a proposal that includes an overall strategy, timeline and plan for the work proposed as well as expected results and possible shortfalls.

3.10 PROPOSAL FORMS

To be considered responsive, the Offeror's proposal shall respond to and include all items specified in this RFP and any subsequent addendum. Any proposal offering any other set of terms and conditions that conflict with the terms and conditions providing in the RFP or in any subsequent addendum may be rejected without further consideration.

3.10.1 Offer Form, Page OF-1

Offer Form, OF-1 is required to be completed using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, in the appropriate space on Offer Form, OF-1 (RFP Section 8, ATTACHMENT 1 - Offer Form 1). Failure to do so may delay proper execution of the Contract.

The Offeror's authorized signature on the Offer Form, OF-1 shall be an original signature in ink, which shall be required before an award, if any, can be made. Ink signatures are not required for electronic submission of the proposal on HlePRO but shall be required upon Notice of Award. The submission of the proposal on HlePRO shall indicate Offeror's intent to be bound.

3.10.2 Offer Form, Page OF-2

Pricing shall be submitted on Offer Form OF-2, Proposal Cost Worksheet (RFP Section 9, ATTACHMENT 2 - Offer Form 2 (Proposal Cost Worksheet)). The price shall be the all-inclusive cost, including the GET, to the State. No other costs will be honored. Any unit prices shall be inclusive.

3.10.3 Proposal Table of Contents

The Sample Proposal Table of Contents is included as part of RFP Section 21, ATTACHMENT 14 - Sample Proposal Table of Contents. Proposals submitted must use the format and verbiage provided therein.

3.11 SUBMISSION OF PROPOSALS

Submission of a proposal shall constitute an incontrovertible representation by the Offeror of compliance with every requirement of this RFP and that the RFP documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of this RFP.

3.11.1 Specific Requirements

Specific requirements and specifications are included in RFP Section 2, BACKGROUND AND SCOPE OF WORK. These requirements detail the scope of work, technical specifications and special considerations, if any, for this solicitation.

3.11.2 Multiple or Alternative Proposals

An Offeror may submit only one proposal in response to this RFP. If an Offeror submits more than one proposal in response to this RFP, then all such proposals shall be rejected. Similarly, an Offeror may submit only one proposal for each line item (if any). If an Offeror submits more than one proposal per line item, then all proposals by that Offeror for that line item will be rejected (if any). Multiple or alternate proposals shall not be accepted.

3.12 ELECTRONIC SUBMISSION OF PROPOSALS

The Offer shall be submitted and received electronically through the HlePRO. This electronically submitted offer shall be considered the original. Any offers received outside of the HlePRO, including faxed or e-mailed offers, shall not be accepted or considered for award. Any Offer received after the due date and time shall be rejected.

3.12.1 HlePRO Special Instructions

Offeror shall review all special instructions located on the HlePRO solicitation. Offerors are responsible for ensuring that all necessary files are included in their response upon submission on HlePRO by the due date and time.

Offerors are advised to not wait until the last minute to submit their offer on HlePRO. Offerors should allow ample time to review their submittals on HlePRO, including all attachments, prior to the due date/time. Submission must be completed and submitted by due date and time. If submission is not completed and submitted by the due date and time, HlePRO will not accept the offer.

3.13 FORMAT INSTRUCTIONS FOR SUBMITTING PROPOSAL ON HlePRO

3.13.1 PROPOSAL FORMAT

Proposals shall be submitted as attachments on HlePRO.

- a. Files should be in PDF or TIF format and compatible with Adobe reader version 9 or greater.

- b. Include a linked table of contents and bookmarks for sections and subsections.
- c. Restate section title.
- d. Respond to each section separately.
- e. In the footer, include the page number and total number of pages in the file as well as the filename which includes the Offeror name.

3.13.2 FILE NAMES AND MULTIPLE FILES

All files submitted through HlePRO should abide by the following requirements:

- a. Include the RFP Number and Offeror name in the file name.
- b. There are 4 Parts to this RFP. Offerors are to submit a complete proposal for each part. Offerors shall also remember that Proposals are to be submitted electronically as part of HlePRO.

Each Part is to be filled as a separate volume and if the file is too large, the volume is to be segmented into sections. For example:

RFP13021SW_XYZCompanyPARTx.pdf
 RFP13021SW_XYZCompanyPARTx.pdf

x – is the part letter. H for DHS, I for ICSD, J for Judiciary and DR for Disaster Recovery

XYZ Company is the company name of the offer

- c. Large files should be split into volumes to ensure easier management and trouble-free uploading and downloading with file names including the volume number where XYZ Company is the company name of the offer. For instance:
 RFP13021SW_XYZCompanyPARTxVol1.pdf
 RFP13021SW_XYZCompanyPARTxVol2.pdf
 RFP13021SW_XYZCompanyPARTxVol3.pdf
- d. Bookmark and provide the table of contents in each volume.

3.13.3 PROPRIETARY/CONFIDENTIAL INFORMATION

Proprietary information shall be contained in a separate file that is clearly identified as proprietary/confidential information. The proposal file shall indicate the information is proprietary/confidential and located in the proprietary file.

- a. The proprietary file shall contain a table of contents and bookmarks, and refer to the appropriate sections/subsections. Refer to RFP Section 21, ATTACHMENT 14 - Sample Proposal Table of Contents).
- b. Include the RFP Number and Offeror name in the file name.
- c. Large files should be split into volumes to ensure easier management and trouble-free uploading and downloading with file names including the volume number where XYZCompany is the company name of the Offeror. For instance:

d. Bookmark and provide the table of contents in each volume.

3.14 RECEIPT AND REGISTER OF PROPOALS

Proposals will be viewed on HlePRO on or after the date and time specified in RFP Section 1.4, RFP SCHEDULE AND SIGNIFICANT DATES, or as amended. Proposals shall not be made available to the public and shall be received and receipt verified by two or more procurement officials.

The register of proposals and proposals of the Offeror(s) shall be open to public inspection upon posting of award pursuant to section 103D-701, HRS.

3.15 BEST AND FINAL OFFER (BAFO)

If the State determines a BAFO is necessary, it shall request one from the Offeror(s). The Offeror(s) shall submit its BAFO electronically through the HlePRO. If a BAFO is received after the deadline or not received electronically the prior received evaluated offer will be construed as the BAFO.

The Offerors shall submit either (1) **only** the section(s) of the proposal that are amended or (2) resubmit the entire proposal. Please note that if the Offeror elects to submit only the section(s) that were amended, the State shall not be responsible for incorrect or misplaced pages. After best and final offers are received, final evaluations will be conducted for an award.

3.16 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

The Offeror may modify or withdraw a proposal before the proposal due date and time.

Any change, addition, deletion of attachment(s) or data entry of an Offer may be made prior to the deadline for submittal of offers in the electronic system.

3.17 MISTAKES IN PROPOSALS

Mistakes shall not be corrected after award of contract.

When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer should request the Offeror to confirm the proposal. If the Offeror alleges mistake, the proposal may be corrected or withdrawn pursuant to this section.

Once discussions are commenced or after best and final offers are requested, any priority-listed offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.

If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer

are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.

If discussions are not held, or if the best and final offers upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal but the intended correct offer is not; or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality, or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, the Procurement Officer may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the State. Examples include the failure of an offeror to: return the number of signed proposals required by the request for proposals; sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound; or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality or quantity.

3.18 GENERAL INSTRUCTIONS FOR COMPLETING PROPOSAL SPECIFIC TO THE STATE'S FORMAT

Proposals shall be prepared in a straightforward and concise manner and shall describe the proposal and Offeror's capabilities in a format that is consistent and appropriate. Emphasis shall be on completeness and clarity.

The sections outlined below will be referred to as Proposal Sections and are intended to provide a common format for the placement of information necessary for the State to evaluate proposals.

General instructions for completing proposals:

- a. All prices cited in the Offeror's proposal must include Shipping and Tax. These items will be separately listed on the RFP Section 9, ATTACHMENT 2 - Offer Form 2 (Proposal Cost Worksheet). If these items are applicable to several items in the Offeror's proposal, then all shipping items and all tax items must be accumulated and reported on the Shipping and Tax line items on RFP Section 9, ATTACHMENT 2 - Offer Form 2 (Proposal Cost Worksheet).
- b. Proposals shall be submitted electronically in HlePRO using the prescribed format contained in this section.
- c. Proposal Section numbering including the titles/subtitles shall be used. Offeror shall refer to RFP Section 3.19, **PROPOSAL FORMAT SPECIFIC TO THE STATE'S REQUIREMENTS** for the format required.

RFP Section 21, ATTACHMENT 14 - Sample Proposal Table of Contents specifies the section numbers and titles required.

- d. The Offeror's name and RFP number should be placed on the top right hand corner of each page as part of the page header.
- e. Offerors may include the instructions for each section.
- f. Proposal page numbering should be consecutive, beginning with page 1 and continue through the last page.
- g. Offerors must also include a Table of Contents with the Offer. See Format specified in RFP Section 21, ATTACHMENT 14 - Sample Proposal Table of Contents.

3.19 PROPOSAL FORMAT SPECIFIC TO THE STATE'S REQUIREMENTS.

Proposals must be in the format and order specified in RFP Section 21, ATTACHMENT 14 - Sample Proposal Table of Contents. Failure to follow the format prescribed in the Offeror's proposal may be cause for the proposal to be determined to be non-responsive or impact the Offeror's score. In addition, the instructions and information that follow provide direction regarding information expected by the State.

Offerors are encouraged to review the evaluation criteria and to provide all information necessary and useful for the State to evaluate the Offeror's proposal. The following are the proposal sections required, corresponding to RFP Section 21, ATTACHMENT 14 - Sample Proposal Table of Contents. Each proposal section described below contains information that the State requires to evaluate the Offeror's proposal.

Offerors shall note that all references to Proposal Sections within this Section 3.19, are to the sub-sections following this paragraph starting with "1. Offeror Form OF-1" as Proposal Section 1.

1. OFFER FORM OF-1

In this section, the Offeror shall include the required documents found in ATTACHMENT 1 - Offer Form 1 in the following order.

- A completed Offer Form
- Hawai'i Compliance Express certificates required by RFP Section 5.4, RESPONSIBILITY OF OFFERORS, if available, should also be placed here. It is not required to be submitted with the proposal, but if available, it may be submitted.
- All documents that support or are related to the Offer Form. These documents shall be clearly labeled identifying the form, letter, or purpose for which they are included.

2. EXECUTIVE SUMMARY

The Offeror shall place in this section a brief overview to orient evaluators as to the key elements of Offeror's proposal, a written explanation and justification as to the appropriateness of the Offeror's

proposal and methodology, and how the proposed solution is designed to address the goals, objectives, and requirements of the RFP as identified in RFP Section 2, BACKGROUND AND SCOPE OF WORK.

This section should also contain a statement as to the financial stability of the Offeror. The information required shall include but not be limited to length of time in business, number of employees, a financial statement, and a brief description of work previously performed. This information shall be the last paragraphs of this section

3. FIRM'S EXPERIENCE AND CAPABILITY

This section is intended to provide the Offeror the opportunity to demonstrate that it has the qualifications necessary to deliver the required goods and services.

This section requires similar experience. "Similar" in this context means:

- Equivalent or larger in size
- Utilization of the same or similar equipment as used by the State with regard to the particular PART as described in RFP Section 2, BACKGROUND AND SCOPE OF WORK.
- An installation that is equivalent to the requirements of this RFP

a. Necessary Skills and Experience

The Offeror shall place in this subsection information identifying the required unique and specialized skills, abilities, knowledge, and experience relating to the proposed equipment and services.

b. References

The Offeror shall provide in this subsection a list of at least three (3) references with projects similar to the requirements of this RFP. These projects shall have ended within the past five (5) years. The Offeror must label this list "References".

For each Reference, the following information shall be provided:

- Name of Company
- Address of Company
- Internet address for Company (if available)
- Description of Customer's Business
- Description of Services and/or Equipment Provided
- Date of Offeror's Service to Reference
- Name and Title of Contact Person
- Telephone Number for Contact Person
- Fax Number for Contact Person (if available)

The State may contact some or all of the References. The Offeror must clear such contact with the Reference to avoid any problems.

c. Support Hours

The Offeror shall provide in this subsection the hours during which the State will be able to contact Contractors' assistance for hardware and software problems or defects.

4. PROJECT ORGANIZATION AND STAFFING

a. Staffing

This subsection shall start with a representation that personnel shall not be substituted, removed, or added unless and until approved by the STATE PM. The Offeror shall further attest that staff assigned has the knowledge and skills required and the State shall have the right to request the removal of personnel from the project.

The Offeror shall next provide, starting on a new page, a comprehensive description of the Offeror's ability to meet the staffing requirements for this RFP.

The Offeror shall include job descriptions and resumes of all key personnel proposed to be assigned to the project. In addition, Offeror shall identify the number of years and type of experience each possesses. The Offeror must label as "Lead" the resume of the staff assigned the lead or primary staff position.

b. Subcontractors

In this section, if subcontractors are used, a statement from each subcontractor shall be included and signed by an individual authorized to legally bind the subcontractor. The following information shall be included in the Subcontractor's statement:

- The subcontractor's name, mailing address, business address (if different), telephone number, fax number (if available), and contact person's name and title.
- The general scope of work to be performed by the subcontractor.
- The subcontractor's willingness to perform the work indicated.
- The subcontractor shall provide the same information required for Proposal Section 4.a, Staffing, above, but must be labeled as the subcontractor's staff.

No subcontract shall under any circumstances relieve the Contractor of its obligations and liability under the contract with the State.

c. Project Organization

In this subsection, the Offeror, including subcontractors, if any, shall provide the number and location of employees and resources that shall be committed to the project. The Offeror shall provide the names of all individuals who will be assigned to the project along with their function, duties, and roles in providing the services needed to deliver a functioning system.

All employees and resources listed here are required to have resumes included in Proposal Section 4, Project Organization and Staffing, a. Staffing and b. Subcontractors, for staff.

5. TECHNICAL SOLUTION

In this section, the Offeror shall include the following subsections. Each subsection shall be labeled as specified and start at the top of a new page.

Offerors shall be responsible to ensure that the information provided is understandable to a technical manager.

a. Understanding of Requirements

This subsection shall contain a technical narrative that clearly demonstrates the Offeror's understanding of the scope, objectives, and requirements of RFP Section 2, BACKGROUND AND SCOPE OF WORK.

This subsection shall start with a technical overview of the solution and must describe the system(s) and services proposed.

The Offeror shall clearly describe in detail the Offeror's solution and a work plan identifying every step required to provide the hardware, software and services required by this RFP. If during implementation any task is found to be missing, the Offeror shall nevertheless complete the task at no additional cost to the State.

This subsection should also describe how the Contractor will work and communicate with State personnel.

b. Maintenance and Support to be Provided

In this subsection, the Offeror will provide information to substantiate compliance with the following:

- 1) Offeror's Proposal must be in compliance with RFP Section 2.10, MAINTENANCE REQUIREMENTS and specifically, RFP Section 2.10.14, Hard Disk Retention Option.
- 2) Identify who will provide maintenance and support for the equipment if the Lessor does not provide maintenance and support.
- 3) Identify the maintenance and support service plan that will cover all hardware and firmware provided as part of the Offeror's Proposal, the maintenance practices and policies of the maintenance provider, and the maintenance provider's ability to service the State.
- 4) Attest that maintenance personnel are factory trained and certified on the equipment proposed and specify their names and experience.
- 5) Offeror shall identify the circumstances under which additional charges will be assessed to the State beyond that which is part of the normal maintenance services included as part of this proposal.

c. Equipment

In this subsection, the Offeror shall provide the following information:

- 1) A comprehensive part number listing for all hardware and firmware to be furnished. Each entry shall be in compliance with all sections of this RFP and specifically RFP Section 2.8, QUALITY OF EQUIPMENT.
- 2) A comprehensive list of software included as part of this proposal. Offeror shall provide for all software; the part number, specifications, dependencies, compatibilities with other software; the Software Publishers software life cycle; and any hardware and software dependencies that may affect the placement of the mainframes proposed in response to this RFP into production use.

d. Assumptions

This subsection describes the assumptions made by the Offeror in developing the proposal, including price.

e. Potential Problems and Constraints

This subsection describes potential significant problems and constraints that the Offeror anticipates and the mitigating and/or proactive actions Offeror proposes to take with respect to these potential significant problems and constraints.

f. Diagrams

In this subsection the Offeror shall place all diagrams relevant to the requested goods and services. This should include but is not limited to "as built" diagrams indicating machine placement. When called for, additional diagrams are to be provided as required by RFP Section 3.20, SUBMISSION OF REQUESTED INFORMATION AND DOCUMENTS, at no cost to the State.

g. Project Plan and Schedule

In this subsection, the Offeror shall place a statement that services will be available upon Notice to Proceed resulting from award of this RFP.

Offeror shall also place its project plan with dates relative to the Notice to Proceed as day 1.

h. Point Response

In this subsection the Offeror shall include a response to the specified items in RFP Section 19, ATTACHMENT 12 - Itemized List for Offerors Point Response, as to whether the Offeror 'Complies', 'Does not comply', or 'Takes Exception'. Explanations shall be provided for all responses as to why and how the Offeror 'Complies', 'Does not Comply' or 'Takes Exception'.

6. COSTS

In this section, the Offeror shall submit cost proposal(s) utilizing the pricing structure designed by the State as detailed below. This section shall also include a narrative. The narrative should be on a separate page and provide an explanation, description, and clarification of the costs. The costs proposed should be reasonable and the items necessary for the execution and completion of the project described in this RFP.

a. Proposal Cost Worksheet

In this subsection, Offeror shall include all Proposal Cost Worksheets in RFP Section 9, ATTACHMENT 2 - Offer Form 2 (Proposal Cost Worksheet). The first page of this section shall be a table of contents for this subsection. This shall be followed by the Proposal Section 6, Costs, narrative as described above and followed by the Proposal Cost Worksheets as follows:

- Worksheet summary for DHS, ICSD, Judiciary, and DR
- The OF-2 Proposal Cost Worksheet for DHS
- The OF-2 Proposal Cost Worksheet for ICSD
- The OF-2 Proposal Cost Worksheet for Judiciary
- The OF-2 Proposal Cost Worksheet for DR

Documents and information supporting a 5 year lease proposals should be placed immediately after the Proposal Cost Worksheet for DHS, ICSD, Judiciary and DR, respectively. Any Proposal Cost Worksheet related documents for DHS, ICSD, Judiciary, and DR shall be included after their respective cost proposal worksheet.

- i. Offerors shall be aware that the optional items may be required and different for each of the four PARTs of this RFP. For each PART Offeror is to note the total cost for each optional component and attach a work sheet to identify the required optional components that immediately follows the Proposal Cost Worksheet. This work sheet must be titled "Cost Worksheet for Optional components".
- ii. Part 1 includes the reporting of all costs of interest and required by the State. The line item for Total Cost is the total cost used as input to calculate a 5 year lease cost as appropriate.

Offerors shall include an itemized list of all component costs of the lease in their proposal. This should be included immediately after the 5 year Proposal Cost Worksheets.

If the Offeror's proposal contains additional costs, they should be totaled as Other Cost Components and an itemized list of the costs attached after the respective Proposal Cost Worksheet as a separate page titled "Other Cost Components".

Part 1 of the Proposal Cost Worksheet also includes entries "Items for Proposal Evaluation" used to formulate the basis for scoring the cost component of this RFP. The specific methodology is specified in RFP Section 4.4.2, Phase 2 – Evaluation of Proposal, 4.4.2.4.5, Cost.

- iii. Part 2 Experience. Part 2 includes the declaration of the knowledge, skills and abilities of both Contractor and Subcontractor personnel.
 - 1) Each item listed in Part 2 of the Cost Proposal Worksheet is to start on a separate page and be labeled for each experience item. For example, all zOS staff should be listed starting on a separate page, all CICS TS staff should be listed on the top of the next page and similarly for all experience items listed.
 - 2) Summary information for each of the required item(s) listed in Part 2 of the Cost Proposal Worksheet shall include the resource name, the information identified for that item and the years of experience. For example hardware, list each by manufacturer, model and type, the years of experience and scope. Offeror shall refer to each item listed on Part 2 for the information required.
 - 3) If Offeror is submitting more than one staff, then each staff should be numbered starting with the lead as number 1 and labeled "LEAD". All subsequent staff will be "Additional Staff". Offerors shall refer to RFP Section 2.11, STAFFING FOR PROJECT.
 - 4) The staff member's resume included as part of Proposal Section 4, Project Organization and Staffing, a. Staffing, and b. Subcontractors must clearly corroborate meeting the minimum experience requirements and list education and applicable certifications.
 - 5) RFP Section 20, ATTACHMENT 13 - Proposal Cost Worksheet Evaluation. Offeror shall complete this form by entering the years of experience the "Lead" staff resource possess for each listed item in the column titled Experience for Lead. Offeror shall also enter the years of experience for all staff resources declared for this project including the lead individual.
- iv. Offeror shall include all components for hardware, software, and services necessary to place the proposed mainframes into production. Offeror shall include all costs identified on the RFP Section 9, ATTACHMENT 2 - Offer Form 2 (Proposal Cost Worksheet). Services include but are not limited to:
 - 1) Floor tile work and electrical work needed for installation of the System or removal of the existing System.

- 2) Data Destruction identified in RFP Section 2.5.2, GENERAL INSTALLATION, Hardware Installation, item q).
 - v. The State may request further pricing structure breakdowns during discussions. Offeror shall provide a comprehensive description of how it will ensure the most favorable pricing to the State.
 - vi. Offeror shall submit a single configuration priced for the lease period specified in RFP Section 2.22, EQUIPMENT LEASE TERM WITH OPTION TO EXTEND.
 - vii. The State has included optional items that should be priced as specified in Proposal Sections 6.a.i above. If the State elects to include the optional items, an Addendum will be issued requesting proposals relating to optional items elected by the State.
- b. Supporting Documentation and Information
- Offeror shall include documents or relevant information relating to the Cost here.

7. LEASE PROPOSAL

The Offeror shall place, as the first page, the following information titled "Lease Proposal" at the top. State's Lease Terms for an Operating Lease are included as RFP Section 14, ATTACHMENT 7 - State Of Hawaii Lease Terms and Conditions. The contents shall include the following and be labeled accordingly:

- a. The name of the company through which the lease is being provided.
- b. A statement that the Offeror is proposing an "Operating Lease".
- c. Written acceptance of the State's lease terms.
- d. Exceptions to the Lease Terms, if any, shall be included in Proposal Section 10, Exceptions, titled "Lease Proposal". Offerors claiming exceptions and/or modifications or additions to the State's lease terms shall provide suggested language for such modification or addition.

8. TECHNICAL INFORMATION

The Offeror shall place in this section, an itemized list of the contents of Proposal Attachment A as the first page(s) and title that list "Documents in Proposal Attachment A".

Next, the Offeror shall include, on separate pages, the following titled "Technical Information Required by RFP Section x.x.x", (e.g., Technical Information Required by RFP Section 2.5.4.a) in the following order below. Please refer to the RFP section cited for each of the required items the specific content and title requirements for that item.

- a. Provide information required by RFP Section 2.5.2a), GENERAL INSTALLATION, Hardware Installation.

- b. Provide information required by RFP Section 2.5.2b), GENERAL INSTALLATION, Hardware Installation.
- c. Provide information required by RFP Section 2.5.2h), GENERAL INSTALLATION, Hardware Installation.
- d. Provide information required by RFP Section 2.5.2q), GENERAL INSTALLATION, Hardware Installation.
- e. Provide information required by RFP Section 2.5.3, GENERAL INSTALLATION, Services.
- f. Provide information required by RFP Section 2.5.4, GENERAL INSTALLATION, Documentation.
- g. Provide information required by RFP Section 2.19.5 LPAR Data Migration Services.
- h. Offeror shall provide its product development plans for the next twenty-four (24) months. The State is seeking reasonable assurance that the equipment being obtained is not at the end of its life cycle and the product line is still being developed and supported by the manufacturer. If this information is a trade secret or proprietary, the information shall be included in Proposal Section 11, Confidential Information on a separate page with the title "Product Development Plans" with a justification as why this information is a trade secret or proprietary. The Offeror shall include a statement in this proposal section, on a separate page titled "Statement of Support", that the equipment, software and services will be supported, maintained, and parts or components available for the duration of the lease resulting from this RFP.
- i. Offeror shall provide pictorial drawings, technical specifications, network interfaces specifications, memory capacity, disk specifications, processor specifications, and other description that demonstrate the performance, construction, and reliability of the equipment offered.

The Offeror shall scan all product brochures, descriptions, literature, or other materials required by this RFP or referenced in its proposal electronically through HlePRO at the end of Proposal Attachment A. Other brochures and/or specification literature not otherwise required by this RFP shall be submitted upon request electronically through HlePRO.

Offerors may include as the last pages of this Proposal Section, an explanation of how the Offeror's Proposal meets the evaluation criteria of RFP Section 4.4.2.4.4, Technical Solution. This information shall be titled "Evaluation Criteria of RFP Section 4.4.2.4.4, Technical Solution". Offerors should specifically identify each criteria by outline reference number, for example, "4.4.2.4.4.b.8, Does Offeror maintain an adequate inventory of spare parts".

9. LITIGATION

Offeror shall disclose any pending litigation to which it is a party, including the disclosure of any outstanding judgments, together with a description of the same.

10. EXCEPTIONS

Offeror shall list any exceptions taken to the terms, conditions, specifications, or other requirements contained in this RFP including the General Conditions. Offeror shall reference the RFP section where exception is taken, describe the exception, and provide a proposed alternative if appropriate. Failure to note any exception means that Offeror accepts and will comply with every term, condition and requirement of this RFP. The State reserves the right to not accept any exceptions or alternatives proposed by an Offeror.

11. CONFIDENTIAL INFORMATION

Offerors shall identify each portion of the proposal where information is claimed to be proprietary or confidential and not subject to disclosure and shall provide a reason and justification for each such claim. Proprietary information shall be easily removable from the proposal.

12. ATTACHMENTS

Offeror shall include in Attachment A, all technical information required. Attachment B shall include other Offeror attachments.

3.20 SUBMISSION OF REQUESTED INFORMATION AND DOCUMENTS

During discussions prior to BAFO, if additional information is required by the State regarding any aspect of Offeror’s proposal, it shall be provided within two (2) business days upon request.

4 EVALUATION CRITERIA AND SCORING

4.1 INTRODUCTION

The evaluation of proposals received in response to this RFP will be conducted comprehensively, fairly and impartially. Structural and quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

4.2 EVALUATION PROCESS

The evaluation committee comprised of a minimum of three (3) governmental employees, approved by the Procurement Officer, shall review and evaluate proposals. The evaluation committee is comprised of individuals with experience in, knowledge of, and/or program responsibility for programs affected by the RFP.

The evaluation will be conducted in three phases as follows:

- Phase 1 – Evaluation of Proposal Requirements
- Phase 2 – Evaluation of Proposal
- Phase 3 – Recommendation for Award

4.3 EVALUATION CATEGORIES AND THRESHOLDS

Evaluation Categories	Possible Points
Administrative Requirements	5
Proposal Sections	
Offer Form OF-1	0
Executive Summary	5
Firm's Experience and Capability	20
Project Organization, Staffing, and Experience	45
Technical Solution	250
Cost	80
TOTAL POSSIBLE POINTS	405

4.4 EVALUATION CRITERIA

4.4.1 Phase 1 – Evaluation of Proposal Requirements

This phase is assigned 5 points and is listed as Administrative Requirements. Review RFP Section 21, ATTACHMENT 14 - Sample Proposal Table of Contents, to verify that the necessary items have been submitted and all proposal sections are clearly labeled as required as specified in RFP Section 3.19, **PROPOSAL FORMAT SPECIFIC TO THE STATE'S REQUIREMENTS**.

If deficiencies are found, they will be noted for clarification during Proposal Discussions with priority listed Offerors, if any. Refer to RFP Section 1.4, RFP SCHEDULE AND SIGNIFICANT DATES.

4.4.2 Phase 2 – Evaluation of Proposal

This item is assigned 400 points.

4.4.2.1 Offer Form OF-1: No points are assigned to this section.

The requirement is for Offeror to provide information required to complete legal and procurement forms.

4.4.2.2 Executive Summary: 5 points are assigned to the Executive Summary.

The intent is to give the Offeror an opportunity to orient evaluators as to the Technical Solution (equipment, software, and/or services) being offered.

4.4.2.3 Firm’s Experience and Capability

This item is assigned **20 points**.

This section is weighted as a whole; no points are individually assigned. The State will evaluate the Offeror’s experiences and capabilities against the specified general specifications and technical requirements of this RFP in the following categories:

- a. Demonstrated skills, abilities, and knowledge of Contractor and subcontractor (if any) relating to the delivery of the goods and/or services specified by this RFP.
- b. Verifiable experience with projects or contracts for the most recent five (5) years that is pertinent and similar to the proposed goods and/or services specified by this RFP.
- c. Sufficient quality assurance and completeness of the plans for the proposed goods and/or services.
- d. Financial stability and a track record of success.
- e. Qualifications of the Project Manager named by Offeror.
- f. Do State employees have access to Offeror’s staff during and outside of normal State business hours, toll free phone and fax numbers to contact key personnel?
- g. Do State employees have access to the manufacturer’s hardware and software publisher’s software support centers?

4.4.2.4 Project Organization, Staffing, and Experience.

This item is assigned **45 points**.

RFP Sections 4.4.2.4.1, Project Organization and 4.4.2.4.2, Staffing are assigned **20 points** and weighted as a whole; no points will be individually assigned. Points for RFP Section **4.4.2.4.3, Experience** will be assigned as specified in that paragraph. The State will evaluate Offeror’s overall staffing approach to the project that shall include the following.

4.4.2.4.1 Project Organization

Project organization is weighted with RFP Section 4.4.2.4.2 below as whole. The following are evaluation factors for Project Organization:

- a. Does the Offeror's approach and rationale for the structure, functions, and staffing for the overall project appear to be adequate?
- b. Does the Offeror state any unique qualifications that will contribute to the success of this project or provide an advantage to the State?
- c. Does the Offeror state that the Proposal meets the requirements of RFP Section 2.3, RESPONSE GUIDELINES.

4.4.2.4.2 Staffing

Staffing is weighted with RFP Section 4.4.2.4.1 above as whole. The following are evaluation factors for Staffing:

- a. Is the proposed staffing level adequate to meet the requirements of this RFP?
- b. Are the qualifications of the Offeror's staff adequate to provide the services required and do they meet the required minimum qualifications of knowledge, skills and abilities (including experience)?
- c. Offeror's experience in providing the goods and/or services.

4.4.2.4.3 Experience

Experience is assigned **25 points** maximum.

Staff proposed will be evaluated using RFP Section 20, ATTACHMENT 13 - Proposal Cost Worksheet Evaluation. The years of experience declared on RFP Section 9, ATTACHMENT 2 - Offer Form 2 (Proposal Cost Worksheet), Part 2 Experience, for the "Lead" and totaled by the Offeror on RFP Section 20, ATTACHMENT 13 - Proposal Cost Worksheet Evaluation will be used to calculate the points for each item. The following formula will be used:

$$\frac{[\text{Offeror's declared years of experience for this line item} * nn]}{[\text{Highest declared years of experience for this line item}]} = \text{Calculated Points}$$

nn is the maximum points for the line item of the RFP Section 20, ATTACHMENT 13 - Proposal Cost Worksheet Evaluation.

Note that any decimal points for this section will be rounded to two decimal points. The rounding algorithm used will be that of the calculator used by the EC.

4.4.2.4.4 Technical Solution

Technical Solution is assigned **250 points**.

- a. Evaluation of Offeror's Technical Solution and Technical Information will be evaluated as a whole **(50 points)**.
 - 1. Does the Offeror's explanation of the technical aspects and merits of its proposal meet the needs of this RFP?
 - 2. Does the Offeror state any unique technical knowledge, skills, abilities, or qualifications that will contribute to this project or provide an advantage to the State?

3. Does the Offeror's Proposal include provisions for RFP Section 2.10.14, Hard Disk Retention Option, as part of the maintenance?
 4. Does the Offeror's Proposal include an enhanced remote diagnostic capability, referenced in RFP Section 2.10.7, Diagnostic Tools and Test Equipment and 2.5.2, GENERAL INSTALLATION, Hardware Installation, h)?
 5. Does the Offeror's Proposal include customer premise training for computer operators and system administrators?
 6. Does the Offeror's Proposal include the documentation required by RFP Section 2.14, DOCUMENTATION?
 7. Does the Offeror's Proposal clearly identify all software and hardware along with a description of how they function together?
 8. Do the Offeror's Technical Information responses meet the requirements of this RFP?
 9. Responses to RFP Section 19, ATTACHMENT 12 - Itemized List for Offerors Point Response
- b. Maintenance and Support **(25 points)**
1. Are the Offeror's hardware maintenance policies and practices suitable and meet the needs of the State?
 2. How many service personnel does the Offeror maintain?
 3. Is the Offeror authorized to service the equipment proposed?
 4. Are the periods of maintenance coverage acceptable?
 5. Can Offeror meet the response time requirements?
 6. Is the service center capable of providing hardware maintenance described in the RFP?
 7. Does the Offeror possess the appropriate experience to perform the hardware maintenance described in the RFP?
 8. Does the Offeror maintain an adequate inventory of spare parts?
 9. Does maintenance cover all equipment, hardware, and software proposed?
 10. Are problem escalation procedures detailed and acceptable?
 11. Oahu presence?
- c. Equipment **(175 points)**
1. What is the quality of the products offered?
 2. What features differentiate it from others? (user friendly, intuitive design tools, ease of management, functionality)
 3. Does the Offeror describe how the proposed hardware and software are operationally compatible with existing hardware and software?

4. Does the Offeror describe how the proposed hardware are of the same capacity as the hardware being replaced so as not to increase software maintenance costs?
5. Does the Offeror describe the electrical requirements of the hardware and what modifications, if any, are necessary and included in the proposal? Did the Offeror schedule and perform a site visit?
6. Does the Offeror describe how and what services are included in the proposal to migrate existing the storage and servers connected to the storage systems identified in RFP Sections 2.17, PART H DHS CONFIGURATION AND TECHNICAL REQUIREMENTS; 2.18, PART I ICSD CONFIGURATION AND TECHNICAL REQUIRMENTS; and 2.19, PART J JUDICIARY CONFIGURATION AND TECHNICAL REQUIREMENTS?
7. Does the Offeror describe how and what services are included in the proposal to migrate existing LPARS or VM's identified in RFP Sections 2.17; PART H DHS CONFIGURATION AND TECHNICAL REQUIREMENTS; 2.18, PART I ICSD CONFIGURATION AND TECHNICAL REQUIRMENTS; and 2.19, PART J JUDICIARY CONFIGURATION AND TECHNICAL REQUIREMENTS?
8. Does the Offeror address the optional and required additions of RFP Sections 2.17, PART H DHS CONFIGURATION AND TECHNICAL REQUIREMENTS; 2.18, PART I ICSD CONFIGURATION AND TECHNICAL REQUIRMENTS; and 2.19, PART J JUDICIARY CONFIGURATION AND TECHNICAL REQUIREMENTS
9. Does the Offeror describe the proposed hardware system as requiring minimal modification to the existing hardware/software systems of RFP Sections 2.17, PART H DHS CONFIGURATION AND TECHNICAL REQUIREMENTS; 2.18, PART I ICSD CONFIGURATION AND TECHNICAL REQUIRMENTS; and 2.19, PART J JUDICIARY CONFIGURATION AND TECHNICAL REQUIREMENTS?
10. Does the Offeror provide a viable Disaster Recovery system including the configuration, storage synchronization and services needed as specified in RFP Section 2.20, PART K DISASTER RECOVERY MAINFRAME?
11. Has the equipment been successfully installed and operated in comparable environments? In Honolulu?
12. Is the equipment new and of the quality required?
13. Does the Offeror have a product development strategy that will protect the State's investment?
14. Does the Offeror document its commitment to industry standards?

15. Does the Offeror's proposal involve extensive use of automated tools to reduce the implementation effort by Offeror's staff and State personnel?
16. Does the Offeror note Exceptions to either lease option as specified in RFP Section 2.22, EQUIPMENT LEASE TERM WITH OPTION TO EXTEND and RFP Section 14, ATTACHMENT 7 - State Of Hawaii Lease Terms and Conditions.

4.4.2.4.5 Cost

This item is assigned **80 points**.

Proposals shall be evaluated using the Total Evaluation Proposal Cost. Refer to RFP Section 3.19, PROPOSAL FORMAT SPECIFIC TO THE STATE'S REQUIREMENTS, under Proposal Section 6, Costs, a, Proposal Cost Worksheet. This cost shall be based on the Annual cost of the Lease.

In converting cost to points, the lowest cost proposal will automatically receive the maximum number of points allocated to cost. The points for cost for other proposals will be determined as follows:

$$\frac{[\text{Lowest Total Evaluation Proposal Cost} \times \text{maximum points}]}{[\text{Offeror's Total Evaluation Proposal Cost}]} = \text{Points}$$

Note that any decimal points for this section will be rounded to two decimal points. The rounding algorithm used will be that of the calculator used by the EC.

4.4.3 Phase 3 – Recommendation for Award

Award, if made, will be to the Offeror whose proposal is determined through this evaluation process to be the most advantageous to the State. Notice of this award will be in accordance with RFP Section 5.3, AWARD OF CONTRACT.

5 CONTRACTOR SELECTION AND CONTRACT AWARD

5.1 EVALUATION OF PROPOSALS

An evaluation committee of at least three (3) qualified governmental employees approved by the Procurement Officer, shall evaluate proposals. The evaluation will be based solely on the evaluation criteria set out in Section Four of this RFP.

Prior to holding any discussion, a priority list shall be generated consisting of Offers determined to be acceptable or potentially acceptable. However, proposals may be accepted without such discussions.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may rank the proposals and limit the priority list to three responsible offerors who submitted the highest-ranked proposals.

5.2 DISCUSSION WITH PRIORITY LISTED OFFERORS

The State may invite priority listed Offerors to discuss their proposals to ensure thorough, mutual understanding. The State in its sole discretion shall schedule the time and location for these discussions, generally within the timeframe indicated in RFP Section 1.4, RFP SCHEDULE AND SIGNIFICANT DATES. The State may also conduct discussions with priority listed Offerors to clarify issues regarding the proposals before requesting Best and Final Offers, if necessary.

5.3 AWARD OF CONTRACT

Method of Award. Award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria set forth in the RFP.

5.4 RESPONSIBILITY OF OFFERORS

Offeror is advised that in order to be awarded a contract under this solicitation, Offeror 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, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Worker's Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and
6. §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

The State will verify compliance on Hawaii Compliance Express (HCE).

Hawaii Compliance Express. The HCE is an electronic system that allows vendors/contractors/service 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/service providers should register with (HCE) prior to submitting an offer at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted for the execution of contract and final payment.

Timely Registration on HCE. Vendors/contractors/service providers are advised to register on HCE soon as possible. If a vendor/contractor/service provider is not compliant on HCE at the time of award, an offeror will not receive the award.

5.5 PROPOSAL AS PART OF THE CONTRACT

This RFP and all or part of the successful proposal may be incorporated into the contract.

5.6 PUBLIC EXAMINATION OF PROPOSALS

Except for confidential portions, the proposals shall be made available for public inspection upon posting of award pursuant to HRS §103D-701.

When a purchasing agency denies a person access to a STATE procurement record, the person may appeal the denial to the Office of Information Practices in accordance with HRS §92F-42(12).

5.7 DEBRIEFING

Pursuant to HAR §3-122-60, a non-selected Offeror may request a debriefing to understand the basis for award.

A written request for debriefing shall be made within three (3) working days after the posting of the award of the contract. The Procurement Officer or designee shall hold the debriefing within seven (7) working days to the extent practicable from the receipt date of written request.

Any protest by the requestor following a debriefing, shall be filed within five (5) working days, as specified in HRS §103D-303(h).

5.8 PROTEST PROCEDURES

Pursuant to HRS §103D-701 and HAR §3-126-3, 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 Procurement Officer at:

Procurement Officer
State Procurement Office
1151 Punchbowl Street, Room 416
Honolulu, HI 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 or if requested, within

five (5) working days after the Procurement Officer's debriefing was completed.

Award(s) if any, resulting from this solicitation shall be posted to the SPO website on Contract Awards and Information at <http://hawaii.gov/spo>.

5.9 CONTRACT EXECUTION

Successful Offeror receiving award shall enter into a formal written contract in the form as in RFP Section 11, ATTACHMENT 4 - Contract Form and AG General Conditions. No performance or payment bond is required for this contract and lease.

No work is to be undertaken by the Contractor prior to the official commencement date on the Notice to Proceed see RFP Section 5.13, NOTICE TO PROCEED. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date.

If an option to extend the contract term is mutually agreed upon by the State and Contractor, a supplemental contract shall be executed.

5.10 INSURANCE

Prior to the contract start date, the Contractor shall procure at its sole expense and maintain insurance coverage acceptable to the State in full force and effect throughout the term of the Contract. The Offeror shall provide proof of insurance for the following minimum insurance coverage(s) and limit(s). The type of insurance coverage is listed as follows:

1. Commercial General Liability Insurance
Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the Contractor, its employees and subcontractors during the term of the Contract. This insurance shall include the following coverage and limits specified or required by any applicable law: bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence; personal and advertising injury of \$1,000,000 per occurrence; broadcasters' liability insurance of \$1,000,000 per occurrence; and with an aggregated limit of \$3,000,000. The commercial general liability policy shall be written on an occurrence basis and the policy shall provide legal defense costs and expenses in addition to the limits of liability stated above. The Contractor shall be responsible for payment of any deductible applicable to this policy.
2. Automobile Liability Insurance
Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000 for bodily injury for each person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage for each accident.
3. Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by federal or State law.

The Contractor shall deposit with the SPO, on or before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the SPO that the provisions of the Contract have been complied with, and to keep such insurance in effect and provide the certificate(s) of insurance to the SPO during the entire term of the Contract. Upon request by the SPO, the Contractor shall furnish a copy of the policy or policies.

The Contractor will immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

The certificates of insurance shall contain the following clauses:

1. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
2. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

Failure of the Contractor to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the State to exercise any or all of the remedies provided in the Contract (including without limitation terminating the Contract). The procuring of any required policy or policies of insurance shall not be construed to limit the Contractor's liability hereunder, or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the Contractor shall be responsible for the full and total amount of any damage, injury, or loss caused by the Contractor's negligence or neglect in the provision of services under the Contract.

5.11 PAYMENT

Incremental payments shall be made to the awarded Contractor on a monthly basis as stated in the contract's Payment and Compensation Schedule, resulting from this RFP, upon receipt of reports that meet the expectations of the RFP. The receipt of annual reports shall be due based on the contract's Payment and Compensation Schedule, resulting from this RFP by the Contractor and the State, or as amended.

5.12 CONTRACT INVALIDATION

If any provision of the contract is found to be invalid, such invalidity will not be construed to invalidate the entire contract.

5.13 NOTICE TO PROCEED

Upon execution of the contract, a Notice to Proceed will be issued. The official commencement date of the resulting contract shall be the date indicated in the Notice to Proceed.

5.14 RFP AMENDMENTS

The State reserves the right to amend this RFP at any time prior to the proposal due date. Addenda to the RFP to call for BAFO and make any

clarifications or changes that were found in discussions shall be distributed only to priority-listed Offerors.

5.14.1 Specific Requirements

Specific requirements and specifications are included in RFP Section 2, BACKGROUND AND SCOPE OF WORK. These requirements detail the scope of work, technical specifications and special considerations, if any, for this solicitation.

5.15 Payment to Hawaii Information Consortium, LLC

HlePRO is administered by Hawaii Information Consortium, LLC (HIC). Upon award in HlePRO, HIC shall invoice the awarded vendor directly for payment of transaction fees. Payment must be made to HIC within thirty (30) days from receipt of invoice. HIC is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance and future enhancements of the HlePRO system.

The amount of the transaction fees shall be 0.75% (.0075) of the award or estimated award as stated in the notice of award, not to exceed \$5,000 for any single award to a vendor.

5.15.1 Termination/Rescission of an Award

If an agreement is terminated or rescinded through no fault of the vendor at the beginning of the contract or within 60 days of notice of award, and no amount paid on the contract, the vendor will become eligible to receive a credit for administrative fees paid for that award to the vendor's account with HIC. To receive the credit, the vendor must make a request to HIC for a credit.

6 SPECIAL PROVISIONS

6.1 OFFER GUARANTY

A proposal security deposit is NOT required for this RFP.

6.2 ACCEPTANCE TEST

The Contractor shall notify the STATE PM of completion of installation and of all system diagnostic tests. The STATE PM will schedule its acceptance test that consists of operating the proposed system’s hardware, software and/or services in production for thirty (30) days. This test shall begin within ten (10) days after Contractor’s notification that the installation is complete or as agreed upon by the PM and the STATE PM.

Upon successful completion of the acceptance test the State shall notify the Contractor in writing and authorize payments.

6.3 WARRANTIES AND DISCLAIMER OF IMPLIED WARRANTIES

All equipment proposed by the Offeror or delivered and installed by the Contractor or sub-contractor as applicable, shall be new or certified as new by the manufacturer. The warranty period shall be for a minimum of one (1) year. Offerors shall refer to RFP Section 2.22.3, Maintenance for Leased Equipment for maintenance coverage for the term of the Lease resulting from this RFP.

6.4 TERMINATIONS FOR CONVENIENCE OR UNAVAILABILITY OF FUNDS

The award of a contract and any allowed renewal or extension thereof, is subject to allotments made by the Director of Finance, State of Hawai’i, pursuant to HRS Chapter 37, and subject to the availability of State and/or Federal funds.

6.5 LIQUIDATED DAMAGES

The general conditions that will be imposed contractually can be found in RFP Section 11, ATTACHMENT 4 - Contract Form and AG General Conditions. Special conditions may also be imposed contractually by the State purchasing agency, as deemed necessary.

Refer to Paragraph 9 of the General Conditions. Liquidated damages are fixed at the specified sum indicated below, per calendar day for any failure of the Contractor to perform in whole or in part any of its obligations relating to installation of the equipment and the requirements of RFP:

Liquidated damages per calendar day:	\$1000
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6.6 SAFEGUARD DATA

Due to the confidential and critical nature of the State’s data, Contractor shall ensure that appropriate safeguards to protect the confidentiality of the State’s data are in place and maintained at all times. Offerors are required to comply with General Condition Paragraph 42 (Refer to RFP Section 11ATTACHMENT 4 - Contract Form and AG General Conditions) as Federal Tax Information (Refer to RFP Section 18ATTACHMENT 11 - Federal Requirements) or Personal Identity Information is involved.

6.7**FEDERAL REQUIREMENTS**

The State operates several servers both physical and virtual that contain federal information for which language must be included. As a result Contractors must comply with the applicable requirements identified herein. The documents are included in RFP Section 18, ATTACHMENT 11 - Federal Requirements. All Offerors are required to accept and comply with the requirements stated.

ATTACHMENTS

LIST OF ATTACHMENTS INCLUDED

- Attachment 1: Offer Form, OF-1
- Attachment 2: Offer Form, OF-2
- Attachment 3: General Provisions for Goods and Services HRS Chapter 103D
- Attachment 4: Contract Form and AG General Conditions
- Attachment 5: Overview Of The RFP Process
- Attachment 6: Glossary of Terms and Acronyms specific to this RFP
- Attachment 7: State of Hawaii Lease Terms and Conditions
- Attachment 8: Part H: DHS Inclusions
- Attachment 9: Part I: ICSD Inclusions
- Attachment 10: Part J: Judiciary Inclusions
- Attachment 11: Federal Requirements
- Attachment 12: Itemized List for Offerors Point Response
- Attachment 13: Proposal Cost Worksheet Evaluation
- Attachment 14: Sample Proposal Table of Contents