

REQUEST FOR PROPOSALS

**FCC PACIFIC BROADBAND
TELEHEALTH DEMONSTRATION NETWORK**

BID NUMBER: FCC RFP#00

Issued by:

The Research Corporation of the University of Hawaii
Telecommunications and Information Policy Group
Social Science Research Institute
2424 Maile Way, Saunders Hall 713
Honolulu, Hawaii 96822

Phone: (808) 956-7224 Fax (808) 956-8019

**FCC PACIFIC BROADBAND TELEHEALTH DEMONSTRATION NETWORK
TELECOMMUNICATIONS AND INFORMATION POLICY GROUP**

FCC RFP#00

TABLE OF CONTENTS

1.	Notice to Bidders	4
2.	General Information	7
2.1.	Background Information	7
2.2.	Multi-Part RFP	7
2.3.	General Overview Pacific Broadband Telehealth Demonstration Network	8
2.3.1.	Institutional Network (INET)	8
2.3.2.	State Telehealth Access Network (STAN)	8
2.3.3.	The Next Generation Network (NGN)	8
2.3.4.	Hawaii Health Systems Corporation (HHSC).....	9
2.3.5.	State Department of Health (DOH)	9
2.3.6.	Telecommunication Circuits and Connections.....	9
2.4.	Significant Dates	9
3.	Proposal Requirements.....	10
3.1.	Bid Proposal and Submission	10
3.1.1.	Sealed Technical and Cost Proposal Requirements	10
3.1.2.	Delivery of Proposals	10
3.1.3.	Contents of Technical Proposal	10
3.1.4.	Contents of Cost Proposal	10
4.	Evaluation and Criteria	11
5.	Technical and Functional Requirements	12
5.1.	Part 1: T-1 or multiple T-1 Dedicated Digital Data Services	12
5.2.	Part 2: T-1 with Internet Services.....	14
5.3.	Part 3: 10 Mbps Internet Services.....	16
5.4.	Part 4: DWDM Fiber Equipment and Accessories	18
5.5.	Part 5: Network Equipment	20
5.6.	Part 6: Network Installation Management Services	23
5.7.	Part 7: Fiber Premise Cabling	26
5.8.	Part 8: 10Mbps Point-to-Point Ethernet.....	29
5.9.	Part 9: 25Mbps Point-to-Point Ethernet	31
5.10.	Part 10: DS-3 Frame Relay Host Circuit	33
5.11.	Award of Contract.....	35
5.11.1.	Legal Obligations.....	35
5.11.2.	Source of Funding and Payment Structure	35
6.	Contact Information	36
7.	Appendices	36
7.1.	Appendix A: Bid Forms	36
7.1.1.	Intent to Bid Form (Optional).....	37
7.1.2.	Bid Submission Form (Required for each Part)	38
7.1.3.	Bid Form – Part 1	39
7.1.4.	Bid Form – Part 2	46
7.1.5.	Bid Form – Part 3	47
7.1.6.	Bid Form Format – Part 4.....	48

7.1.7. Bid Form Format – Part 5..... 50
7.1.8. Bid Form – Part 6 52
7.1.9. Bid Form – Part 7 53
7.1.10. Bid Form – Part 8 54
7.1.11. Bid Form – Part 9 55
7.1.12. Bid Form – Part 10 56
7.2. Appendix B: The Research Corporation of the University of Hawaii (RCUH) General
Terms and Conditions 57

1. Notice to Bidders

This is the first Request for Proposals (RFP) of a series of RFPs to be issued by the Research Corporation of the University of Hawaii (RCUH) for the implementation of the Pacific Broadband Telehealth Demonstration Network (PBTDN).

The Intent of this Multi-Part RFP (reference RFP#00) is to procure robust, secure, sustainable and interconnected telecommunication links; Internet connectivity; establish a price list for fiber optics DWDM equipment; ancillary network equipment; fiber premise cabling; and establish a Network Installation Management Services contract. Future RFPs will include the network services for connection to the State of Hawaii's Institutional Network (INET), and Pacific Island digital data service connections.

Proposers may respond to any one or more Parts of this multi-Part RFP with the exception of the Network Installation Management Services (NIMS). The Proposer of the NIMS service shall not bid on any other sections of this RFP, nor shall the proposer bid on any future RFPs related to the equipment and services of the PBTDN Network. Each Part of this RFP will be evaluated independently.

It is recommended that prospective bidders complete the Intent to Bid Form that can be found in Appendix A. The Intent to Bid Form must be received by the University of Hawaii by **November 30, 2009** in order to register for the RFP mailing list for responses to questions, revisions, or announcement of informational meetings. The Intent to Bid Form is optional and does not represent any commitment from the prospective Proposer to submit a bid.

All proposal submissions must be in accordance with the instructions as provided in this RFP and any future Addendums. The sealed Technical and Cost Proposals are due by **December 21, 2009 by 5:00 PM HST** USAC Bid Posting and shall be delivered to:

The Social Science Research Institute
University of Hawaii at Manoa
2424 Maile Way, Saunders Hall 704
Honolulu, HI 96822

Attention: Calvin Fujioka, Fiscal Officer – Telephone (808) 956-7879

Important Dates:

Intent to Bid Form Deadline	November 30, 2009
Proposal Deadline	December 21, 2009 by 5:00 PM HST

Offers received after the date and time specified above or at a location other than the location specified above will not be considered. Questions relating to this solicitation may be directed to Ms. Christina Higa, telephone (808) 956-7224 or email to fiscal@tipg.net.

A. Specifications

1. The RCUH requires dedicated data services from various healthcare organizations in the State of Hawaii to the UH TIPG Network Operations Center (NOC), Hawaii Health Systems Corporation (HHSC) NOC, or Department of Health (DOH) NOC. (See **Appendix A – Part 1 Bid Form** for A to Z locations and T1 quantities).
2. The digital data service must have a minimum of a 10⁻⁸ BER, B8ZS coding for T-1, and terminate at a RJ-45.
3. The digital data service requirement will be 1.544Mbps or more.

4. The Proposer must have a 7 x 24-hour operations staff that are able to respond to trouble calls.
5. Problem calls must be responded to within 4-working hours during the working day and within 8-hours over weekends and holidays. The problem must be resolved within 24-hours of the time of notification.
6. Following the resolution to a problem, the Proposer must provide a detailed technical statement of the problem, including the amount of time required to resolve a problem.

B. Technical Proposal

1. Complete required Bid Submission Form
2. Statement of Proposer Qualifications

a. Proposal Profile

All prospective Proposers shall provide a "profile" that at a minimum includes the following:

- Company/Organization Name
- Business Address
- Company/Organization Profile
- Number of Employees
- Number of Years in related business
- Areas of Specialty
- Notable Accomplishments in related industry

b. Proposal Qualifications

The Proposer must provide an overview of the company/organization and specifically state its experience in providing the type of service requested. (The company overview shall not be more than 8 single space pages with 1" borders and 12 point font).

The experience and background of the individual or firm providing logistical support and the applicability of their experience to a project of this size and scope. (Proposer is required to submit references of current clients of similar size, including telephone numbers of main contact of clients).

Ability of the proposer to perform the required service competently and expeditiously.

C. Cost Proposal

The Proposer must submit a Cost Proposal using the Part 1 Bid Form - Dedicated Data Services. The Cost Proposal lists the cost per link between the two locations, installation, taxes and any applicable surcharges such as franchise fees and Universal Service Fund Fees.

D. Special Conditions

1. The Bidder must enter into a contract that includes the standard terms and conditions of The Research Corporation of the University of Hawaii (see Appendix B).
2. All Service Providers are required to obtain a Service Provider Identification Number (SPIN) number from USAC.
3. Proposer must have an on-island or toll-free 1-800 number for reporting trouble calls.
4. The Proposer must agree to provide a detailed explanation of any problems, including how quickly the link problems were resolved.

5. Installation Dates


- a. T-1s must be completed within 3-months of the date of Notification to Proceed. A late penalty will be negotiated in the contract award.
- b. The implementation priorities will be established by the PBTDN Technical Committee.

E. Contract Award

1. The award will be made to the lowest cost proposal and the most responsible Proposer.
2. The contract that will be awarded for a period of 3-years, with the right of the RCUH to extend for another 2-years, on a year-to-year basis.
3. The contract and its annual continuation are contingent upon annual approvals by the Rural Health Care Division (RHCD) of the Universal Service Administrative Company (USAC), and funding by the U.S. Congress.
4. Suspensions and Termination of Agreement: The established contract shall not incorporate a termination liability agreement. There shall be no penalties to RCUH for early termination of services. During the period of the contract, RCUH may elect to continue service or terminate the service at any time without penalty. In the event of termination, RCUH shall pay only a pro-rated share for the month of the service termination.

F. Payment Schedule

Proposers should be aware that the payment process under the Rural Health Care Pilot Program (RHCPP) project is considerably complex and cumbersome. The Service Provider shall invoice the customer for 100% of the cost. The customer shall pay 15% of this amount. UH TIPG, as the Project Coordinator, will validate invoice items, 15% payment and complete USAC invoice forms. The Service Provider will be required to review these USAC invoice forms, sign and mail to the RHCD Project Reviewer. RHCD forwards invoices to USAC for reimbursement to the Service Provider.



Norman H. Okamura
Principal Investigator

2. General Information

2.1. Background Information

In May 2007, the University of Hawaii Telecommunications and Information Policy Group (UH TIPG), on behalf of many healthcare provider organizations in Hawaii and the Pacific islands region, submitted a proposal to the Federal Communications Commission (FCC) to establish a Pacific Broadband Telehealth Demonstration Network (PBTDN).

The objective of the project is to interconnect health care organizations throughout the State of Hawaii and the Pacific Islands region to a broadband telehealth network. The goals are to improve the delivery of healthcare and use of health information technology services to rural, remote, and underserved populations. Specifically, the Pacific Broadband Telehealth Demonstration Network will:

1. Interconnect federal, state, local, and community healthcare providers in Hawaii and the Pacific Islands region;
2. Enable the full range of telehealth and telemedicine services to be provided;
3. Expand the type of telehealth applications that may be offered; and,
4. Establish a foundation for secure network cross-connections that will also help to further the national objective of interoperable electronic health record (EHR) systems. The proposed broadband telehealth network will interconnect both urban and rural Health Care Providers (HCPs) to a state, regional, and national network backbone that enables the shared, dynamic delivery of healthcare services.

In December 2007, the Federal Communications Commission notified the UH TIPG that the Pacific Broadband Telehealth Demonstration Network was selected as one of 69 projects nationwide that were awarded funding. The UH TIPG has been designated as the Project Coordinator of the PBTDN network and serves as the point of contact to the Rural Health Care Division of the Universal Services Administrative Company (USAC).

The UH TIPG, through the Research Corporation of the University of Hawaii, issues this RFP in accordance with procurement policies and procedures of the Universal Services Administrative Company and the Federal Communications Commission.

2.2. Multi-Part RFP

This Multi-Part RFP is for the PBTDN network services and equipment. Proposers may respond to any one or more Parts, with the exception of the Network Installation Management Services (NIMS). The Proposer of the NIMS service shall not bid on any other sections of this RFP, nor shall the Proposer bid on any future RFPs related to the equipment and services of the PBTDN Network.

Each Part of this RFP will be evaluated independently. The award of a contract will be made to the lowest cost proposal that meets the specifications for each part of this RFP, and awards will be made subject to approval from the Universal Service Administrative Company and Federal Communications Commission.

The Parts of this RFP (RFP#00) include:

- Part 1 T-1 Telecommunication Connections from Neighbor Islands and Oahu Sites to Honolulu
- Part 2 T-1 with Internet Services
- Part 3 10Mbps Internet Services
- Part 4 DWDM Fiber Equipment and Accessories
- Part 5 Network Equipment

- Part 6 Network Installation Management Services
- Part 7 Fiber Premise Cabling
- Part 8 10Mbps Point-to-Point Ethernet Link
- Part 9 25Mbps Point-to-Point Ethernet Link
- Part 10 DS3 Service

The costs and price lists established by this RFP will be used by Pacific Broadband Telehealth Demonstration Network and other participating health care providers in Hawaii and the Pacific Islands region.

The awards made under this RFP will be for 3-years with an optional extension of 2-additional years. Proposers of services and equipment must agree to hold prices constant for this period of time.

2.3. General Overview Pacific Broadband Telehealth Demonstration Network

The PBDN interconnects healthcare providers through the interconnection of many networks and through direct connections from health care providers to the State of Hawaii Institutional Network (INET) and State Telehealth Access Network (STAN).

2.3.1. Institutional Network (INET)

The State of Hawaii operates the Institutional Network (INET). The INET is a fiber optic based telecommunications network provided by Oceanic Time Warner Cable to the State of Hawaii under the Cable Franchise Agreement with the State of Hawaii.

The INET consists of two 1 Gbps wavelengths over the fiber optics in the State of Hawaii. One wavelength is used by State of Hawaii agencies. The second is used by the University of Hawaii. The INET also provides 1 Gbps inter-connectivity to each of the islands. Once sites are connected to the INET, there is no charge to the State or University of Hawaii for the use of the INET connection. Oceanic maintains the connections and the State of Hawaii and University of Hawaii maintains the equipment.

At the University of Hawaii-Manoa, the INET cross-connects to the State Telehealth Access Network (STAN) which cross-connects to many other health care providers.

2.3.2. State Telehealth Access Network (STAN)

The State Telehealth Access Network (STAN) was initiated in 1999 by the Hawaii Health Systems Corporation (HHSC), UH TIPG and the High Technology Development Corporation (HTDC) of the State of Hawaii. The STAN is funded in significant part by the Rural Health Care program of the Federal Communications Commission (FCC). Currently there are approximately 40 health care providers that make up the STAN network. The UH TIPG manages the STAN Network Operations Center (NOC) on a 7-day a week basis at the University of Hawaii at Manoa.

2.3.3. The Next Generation Network (NGN)

The State of Hawaii government network is referred to as the Next Generation Network (NGN) and consists of 1 Gbps cross-connection WDM fiber optics network links that were initially established to support OC3 and OC12 Synchronous Optical Network (SONET) broadband connections. Interconnections to the NGN are through various transmission media (fixed and wireless/copper, coaxial, fiber, wireless) that transit through core switches within the network. The neighbor island networks are cross-connected through a combination of submarine fiber optics and WDM fiber and OC3 digital microwave links. For sites located at these major nodes of the INET, the capacity of the network is sufficient to carry the desired traffic. However, the last mile connections have been problematic for many healthcare providers outside the main University campuses or State buildings. For these sites direct connections into the PBDN will be established and broadband IP switching will be used to interconnect sites already connected to the INET.

2.3.4. Hawaii Health Systems Corporation (HHSC)

The Hawaii Health Systems Corporation (HHSC) is the 4th largest public hospital system in the U.S. HHSC operates an internal network that relies substantially on Rural Health Care funding. The majority of the HHSC hospitals on the neighbor islands are designated as Critical Access Hospitals. The HHSC network is used for many telehealth, telemedicine (telemental, teleradiology, telecardiology) and electronic health record applications among its facilities. The HHSC network will remain intact, though several links will be upgraded to provide interconnectivity among sites of the PBTDN. The sites that will be upgraded are major hospitals on the neighbor islands and the HHSC Network Operations Center (NOC) at Leahi Hospital on Oahu.

2.3.5. State Department of Health (DOH)

The majority of new PBTDN circuits consist of State of Hawaii Department of Health (DOH) facilities. The project will be coordinated with the Department of Health, Health Information Services Office (HISO). HISO oversees all information technology systems, projects and initiatives on all islands. HISO must coordinate with many organizations outside of the Department of Health as there are links between HISO's networks and other state and county agencies and health care providers. The PBTDN will upgrade many network connections of the DOH and interconnect to the STAN, INET and NGN.

2.3.6. Telecommunication Circuits and Connections

Private not-for-profit health care providers currently connect to health care providers in Honolulu directly to organizational affiliates or through the STAN using funding from the Rural Health Care program. The PBTDN will build on the STAN network connections and cross-connections to other networks such as the INET, NGN and other health care providers.

The full duplex T-1 links may be provided through copper lines, microwave, and/or any other technology. However, it must provide an up-time reliability of 99% and problem response capability on a 7 day a week, 24-hour basis.

2.4. Significant Dates

The following are the significant dates for the RFP and the Anticipated Contract and Scheduling Dates:

<u>Due Dates:</u>	
▪ November 20, 2009	Official Bid Posting on USAC Website
▪ November 30, 2009	Proposer's Questions: by 3:00 pm (via facsimile, electronic mail, hand delivered and/ or post)
▪ December 21, 2009	Bid's Due by 5:00 PM HST
▪ December 24, 2009	Bid Review and Recommendation to USAC
▪ December 29, 2009	Review and Approval by USAC and Identification of Local Funding
▪ December 30, 2009	Notice to Proceed

*An addendum to confirm all dates listed in this RFP will be distributed after the official bid posting on USAC website:
<http://www.usac.org/rhc-pilot-program/tools/search-postings-2009.aspx>.

3. Proposal Requirements

3.1. Bid Proposal and Submission

3.1.1. Sealed Technical and Cost Proposal Requirements

The Bid Proposal Package will consist of a sealed Technical Proposal that contains a Sealed Cost Proposal. The Cost Proposal will be in a separate sealed envelope and submitted in the Sealed Technical Proposal envelope or box.

3.1.2. Delivery of Proposals

The sealed proposals shall be delivered to:

The Social Science Research Institute
University of Hawaii at Manoa
2424 Maile Way, Saunders Hall 704
Honolulu, HI 96822

Attention: Calvin Fujioka, Fiscal Officer – Telephone (808) 956-7879

3.1.3. Contents of Technical Proposal

A. Required Bid Forms

- Intent to Bid Form
- Bid Submission Form

B. Statement of Proposer Qualifications

1. Proposal Profile:

All prospective Proposers shall provide a “profile” that at a minimum includes the following:

- Company/Organization Name
- Business Address
- Company/Organization Profile
- Number of Employees
- Number of Years in related business
- Areas of Specialty
- Notable Accomplishments in related industry

2. Proposal Qualifications: The Proposer must provide an overview of the company/organization and specifically state its experience in providing the type of service or equipment requested. (The company overview shall not be more than 8 single space pages with 1" borders and 12 point font.)

The experience and background of the individual or firm providing logistical support and the applicability of their experience to a project of this size and scope. (Proposer is required to submit references of current clients of similar size, including telephone numbers of main contact of clients).

Ability of the Proposer to perform the required service competently and expeditiously.

3.1.4. Contents of Cost Proposal

- ###### **A. Bid Forms:** The cost proposal shall include the completed Bid Submission Form and the Bid Forms for each respective proposal. Parts 1, 2, 3, 6, 7 8, 9 and 10 require that the Proposers complete the Bid Forms found in Appendix A. Parts 4 and 5 require that the price list information contain the components as specified in the sample bid format found in Appendix A.

- B. The Cost Proposals shall include pricing for outright purchase and for service agreements as appropriate. Telecommunication service agreements shall include ALL terms, conditions, interests and other required arrangements.
- C. For RFP Parts 1, 2, 3, 6, 7, 8, 9 and 10 - cost proposals shall be inclusive of all applicable taxes, franchise fees and Universal Service Fund Fees.
- D. For RFP Parts 4 and 5, the Bidder must submit the manufacturer's complete published retail price list and a proposed discount level based on the manufacturer's retail price for each category or item on the price list. If the manufacturer should reduce the retail price, the bidder will apply the proposed discounts to the newly established retail price.

If new versions or products should be released by the manufacturer, the bidder shall apply the discount level based on the appropriate product category or on the most similar product with an established discount.
- E. For RFP Parts 4 and 5 - proposals shall include the cost of a one-year equipment warranty.

4. Evaluation and Criteria

The RFP Parts contain required standards and specifications to meet the needs of the project. All proposals will be subject to evaluation by a bid evaluation committee for the purpose of selecting the proposal which most closely meets the requirements and needs of the project.

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly, and impartially by a committee of technical staff appointed by the Pacific Broadband Telehealth Demonstration Network Technical Committee. A contract will be awarded to the responsive, responsible bidder whose proposal is determined to be the most advantageous to the project taking into consideration the evaluation factors set forth in this RFP.

The evaluation process will be as follows:

1. Proposals will first be evaluated to determine those that are acceptable, potentially acceptable, or unacceptable based on the evaluation factors listed below. At this stage of the evaluation process, the selection committee may require additional written information from, or conduct discussions with bidders in order to get a better understanding of their proposals. Proposals may also be determined to be acceptable without such discussions. The RCUH reserves the right to award a contract based on this initial review.
2. Secondly, a "priority list" of bidders will be established by the selection committee, unless contracts are awarded under the first step. If numerous acceptable and potentially acceptable proposals have been submitted, the selection committee may rank the proposals and limit the priority list to not more than three (3) responsive and responsible bidders who submitted the highest ranked proposals. Detailed discussions and, if applicable demonstrations will be limited to the "priority-listed bidders."
3. Thirdly, best and final offers shall be allowed when applicable.
4. The committee will evaluate each proposal submitted based on the following criteria which are not necessarily listed in order of importance:
 - a. Technical Proposal: An assessment of the technical proposal will be performed.
 - b. Cost Proposal: An assessment of the total cost and billing rates will be assessed comparatively and to determine whether it is fair and reasonable.
 - c. Company/Organization (Proposer) Background: The number of years in business and the financial strength of the company will be considered.

- d. Company/Organization (Proposer) Qualifications and Experience: The organization's experience in providing and supporting telehealth, distance education networks, experience with USAC programs, customer references, qualifications, and experience of staff will be considered.
5. Evaluation Criteria Points – the specific evaluation criteria breakdown can be found in the individual RFP Parts.

5. Technical and Functional Requirements

The following sections contain the Technical Specifications and Special Award Conditions for Parts 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 of this RFP.

5.1. Part 1: T-1 or multiple T-1 Dedicated Digital Data Services

A. Specifications

1. The RCUH requires dedicated data services from various healthcare organizations in the State of Hawaii to the UH TIPG Network Operations Center (NOC), Hawaii Health Systems Corporation (HHSC) NOC, or Department of Health (DOH) NOC. (See **Appendix A – Part 1 Bid Form** for A to Z locations and T1 quantities).
2. The digital data service must have a minimum of a 10-8 BER, B8ZS coding for T-1, and terminate at a RJ-45.
3. The digital data service requirement will be 1.544Mbps or more.
4. The Proposer must have a 7 x 24-hour operations staff that are able to respond to trouble calls.
5. Problem calls must be responded to within 4-working hours during the working day and within 8-hours over weekends and holidays. The problem must be resolved within 24-hours of the time of notification.
6. Following the resolution to a problem, the Proposer must provide a detailed technical statement of the problem, including the amount of time required to resolve a problem.

B. Technical Proposal

1. Complete required Bid Submission Form
2. Statement of Proposer Qualifications

a. Proposal Profile

All prospective Proposers shall provide a "profile" that at a minimum includes the following:

- Company/Organization Name
- Business Address
- Company/Organization Profile
- Number of Employees
- Number of Years in related business
- Areas of Specialty
- Notable Accomplishments in related industry

b. Proposal Qualifications

The Proposer must provide an overview of the company/organization and specifically state its experience in providing the type of service requested. (The company overview shall not be more than 8 single space pages with 1" borders and 12 point font).

The experience and background of the individual or firm providing logistical support and the applicability of their experience to a project of this size and scope. (Proposer is required to submit references of current clients of similar size, including telephone numbers of main contact of clients).

Ability of the proposer to perform the required service competently and expeditiously.

C. Cost Proposal

The Proposer must submit a Cost Proposal using the Part 1 Bid Form - Dedicated Data Services. The Cost Proposal lists the cost per link between the two locations, installation, taxes and any applicable surcharges such as franchise fees and Universal Service Fund Fees.

D. Special Conditions

1. The Bidder must enter into a contract that includes the standard terms and conditions of The Research Corporation of the University of Hawaii (see Appendix B).
2. All Service Providers are required to obtain a Service Provider Identification Number (SPIN) number from USAC.
3. Proposer must have an on-island or toll-free 1-800 number for reporting trouble calls.
4. The Proposer must agree to provide a detailed explanation of any problems, including how quickly the link problems were resolved.
5. Installation Dates
 - a. T-1s must be completed within 3-months of the date of Notification to Proceed. A late penalty will be negotiated in the contract award.
 - b. The implementation priorities will be established by the PBDN Technical Committee.

E. Contract Award

1. The award will be made to the lowest cost proposal and the most responsible Proposer.
2. The contract that will be awarded for a period of 3-years, with the right of the RCUH to extend for another 2-years, on a year-to-year basis.
3. The contract and its annual continuation are contingent upon annual approvals by the Rural Health Care Division (RHCD) of the Universal Service Administrative Company (USAC), and funding by the U.S. Congress.
4. Suspensions and Termination of Agreement: The established contract shall not incorporate a termination liability agreement. There shall be no penalties to RCUH for early termination of services. During the period of the contract, RCUH may elect to continue service or terminate the service at any time without penalty. In the event of termination, RCUH shall pay only a pro-rated share for the month of the service termination.

F. Payment Schedule

Proposers should be aware that the payment process under the Rural Health Care Pilot Program (RHCPP) project is considerably complex and cumbersome. The Service Provider shall invoice the customer for 100% of the cost. The customer shall pay 15% of this amount. UH TIPG, as the Project Coordinator, will validate invoice items, 15% payment and complete USAC invoice forms. The Service Provider will be required to review these USAC invoice forms, sign and mail to the RHCD Project

Reviewer. RHCD forwards invoices to USAC for reimbursement to the Service Provider.

5.2. Part 2: T-1 with Internet Services

A. Specifications

1. The RCUH requires Internet data services to the UH TIPG Network Operations Center (NOC).
2. The digital data service requirement will be four (4) 1.5 Mbps connections.
3. The digital data service handoff must utilize the Ethernet protocol.
4. The interface must be 10/100 Mbps, full-duplex, and must terminate at an RJ-45.
5. Provider must have redundant upstream Internet connection.
6. The Bidder shall test the T-1 link for BERs in accordance with industry standard procedures and coordination with the technical staff on both ends.
7. The T-1 must have a circuit up-time of 99.9%.
8. The Proposer must have a 7 x 24-hour operations staff that are able to respond to trouble calls.
9. Provider must support BGP protocol and provide BGP installation if necessary.
10. Problem calls must be responded to within 4-working hours during the working day and within 8-hours over weekends and holidays. The problem must be resolved within 24-hours of the time of notification.
11. Following the resolution to a problem, the Proposer must provide a detailed technical statement of the problem, including the amount of time required to resolve a problem.

B. Technical Proposal

1. Complete required Bid Submission Form
2. Statement of Proposer Qualifications
 - a. Proposal Profile

All prospective Proposers shall provide a "profile" that at a minimum includes the following:

- Company/Organization Name
- Business Address
- Company/Organization Profile
- Number of Employees
- Number of Years in related business
- Areas of Specialty
- Notable Accomplishments in related industry

- b. Proposal Qualifications

The Proposer must provide an overview of the company/organization and specifically state its experience in providing the type of service requested. (The company overview shall not be more than 8 single space pages with 1" borders and 12 point font.)

The experience and background of the individual or firm providing logistical support and the applicability of their experience to a project of this size and scope. (Proposer is required to submit references of current clients of similar size, including telephone numbers of main contact of clients).

Ability of the proposer to perform the required service competently and expeditiously.

C. Cost Proposal

The Proposer must submit a Cost Proposal using the Part 2 Bid Form – T-1 Internet Services. The Cost Proposal lists the cost per link between the two locations, installation, taxes and any applicable surcharges such as franchise fees and Universal Service Fund Fees.

D. Special Conditions

1. The Bidder must enter into a contract that includes the standard terms and conditions of The Research Corporation of the University of Hawaii (see Appendix B).
2. All Service Providers are required to obtain a Service Provider Identification Number (SPIN) number from USAC.
3. Proposer must have an on-island or toll-free 1-800 number for reporting trouble calls.
4. The Proposer must agree to provide a detailed explanation of any problems, including how quickly the link problems were resolved.
5. Installation Dates
 - a. T-1s must be completed within 3-months of the date of Notification to Proceed. A late penalty will be negotiated in the contract award.
 - b. The implementation priorities will be established by the PBDN Technical Committee.

E. Contract Award

1. The award will be made to the lowest cost proposal and most responsible Proposer.
2. The contract that will be awarded for a period of 3-years, with the right of the RCUH to extend for another 2-years, on a year-to-year basis.
3. The contract and its annual continuation are contingent upon annual approvals by the Rural Health Care Division of the Universal Service Administrative Company (USAC) and funding by the U.S. Congress.
4. Suspensions and Termination of Agreement: The established contract shall not incorporate a termination liability agreement. There shall be no penalties to RCUH for early termination of services. During the period of the contract, RCUH may elect to continue service or terminate the service at any time without penalty. In the event of termination, RCUH shall pay only a pro-rated share for the month of the service termination.

F. Payment Schedule

Proposers should be aware that the payment process under the RHCPP project is considerably complex and cumbersome. The Service Provider shall invoice the customer for 100% of the cost. The customer shall pay 15% of this amount. RCUH, as the Project Coordinator, will validate invoice items, 15% payment and complete USAC invoice forms. The Service Provider will be required to review these USAC invoice forms, sign and mail to the RHCD Project Reviewer. RHCD forwards invoices to USAC for reimbursement to the Service Provider.

5.3. Part 3: 10 Mbps Internet Services

A. Specifications

1. The RCUH requires Internet data services to the UH TIPG Network Operations Center (NOC). As an option to the direct T-1 connections, UH TIPG is seeking costs for a shared 10 Mbps Ethernet link.
2. This section of the RFP relates specifically to the 10 Mbps Internet option.
3. The digital data service handoff must utilize the Ethernet protocol.
4. The interface must be 10/100 Mbps, full-duplex, and must terminate at an RJ-45.
5. Provider must have redundant upstream Internet connection.
6. The Bidder shall test the 10 Mbps link for BERs in accordance with industry standard procedures and coordination with the technical staff on both ends.
7. The 10Mbps link must have a circuit up-time of 99.9%.
8. Provider must support BGP protocol and provide BGP installation if necessary.
9. The Proposer must have a 7 x 24-hour operations staff that are able to respond to trouble calls.
10. Problem calls must be responded to within 4-working hours. The problem must be resolved within 24-hours of the time of notification.
11. Following the resolution to a problem, the Proposer must provide a detailed technical statement of the problem, including the amount of time required to resolve a problem.

B. Technical Proposal

1. Complete required Bid Submission Form
2. Statement of Proposer Qualifications

a. Proposal Profile

All prospective Proposers shall provide a "profile" that at a minimum includes the following:

- Company/Organization Name
- Business Address
- Company/Organization Profile
- Number of Employees
- Number of Years in related business
- Areas of Specialty
- Notable Accomplishments in related industry

b. Proposal Qualifications

The Proposer must provide an overview of the company/organization and specifically state its experience in providing the type of service requested. (The company overview shall not be more than 8 single space pages with 1" borders and 12 point font.)

The experience and background of the individual or firm providing logistical support and the applicability of their experience to a project of this size and scope. (Proposer is required to submit references of current clients of similar size, including telephone numbers of main contact of clients).

Ability of the proposer to perform the required service competently and expeditiously.

C. Cost Proposal

The Proposer must submit a Cost Proposal using the Part 3 Bid Form – 10 Mbps Internet Services. The Cost Proposal includes installation, recurring cost, taxes and any applicable surcharges such as franchise fees and Universal Service Fund Fees.

D. Special Conditions

1. The Bidder must enter into a contract that includes the standard terms and conditions of The Research Corporation of the University of Hawaii (see Appendix B).
2. All Service Providers are required to obtain a Service Provider Identification Number (SPIN) number from USAC.
3. Proposer must have an on-island or toll-free 1-800 number for reporting trouble calls.
4. The Proposer must agree to provide a detailed explanation of any problems, including how quickly the link problems were resolved.
5. Installation Dates
 - a. The 10 Mbps Internet link must be completed within 3-months of the date of Notification to Proceed. A late penalty will be negotiated in the contract award.
 - b. The implementation priorities will be established by the PBDN Technical Committee.

E. Contract Award

1. The award will be made to the lowest cost proposal and most responsible Proposer.
2. The contract that will be awarded for a period of 3-years, with the right of the RCUH to extend for another 2-years, on a year-to-year basis.
3. The contract and its annual continuation are contingent upon annual approvals by the Rural Health Care Division of the Universal Service Administrative Company (USAC) and funding by the U.S. Congress.
4. Suspensions and Termination of Agreement: The established contract shall not incorporate a termination liability agreement. There shall be no penalties to RCUH for early termination of services. During the period of the contract, UH TIPG may elect to continue service or terminate the service at any time without penalty. In the event of termination, RCUH shall pay only a pro-rated share for the month of the service termination.

F. Payment Schedule

Proposals should be aware that the payment process under the RHCPP project is considerably complex and cumbersome. The Service Provider shall invoice the customer for 100% of the cost. The customer shall pay 15% of this amount. RCUH, as the Project Coordinator, will validate invoice items, 15% payment and complete USAC invoice forms. The Service Provider will be required to review these USAC invoice forms, sign and mail to the RHCD Project Reviewer. RHCD forwards invoices to USAC for reimbursement to the Service Provider.

5.4. Part 4: DWDM Fiber Equipment and Accessories

A. Specifications

1. Part 4 of this RFP is seeking to establish a price list of fiber equipment that is interoperable with the existing State of Hawaii Institutional Network equipment and configuration:
 - a. The existing network contains Sorrento Network GigaMux enclosures and DWDM multi-rate channel modules.
 - b. The Sorrento Inband Management Network (IMN) system is used to control all equipment and all equipment proposed must be able to directly interface with the existing NMS. The equipment must be interoperable with the proprietary Sorrento IMN signaling and routing protocols and the ITU standard G.694.1.
2. The proposed price list must incorporate discount levels for Sorrento Networks (or equivalent) DWDM equipment and accessories. All discount levels shall be applied to the vendor's official retail price list.
3. The Sorrento Networks (or equivalent) DWDM equipment and accessories product categories that are being requested in this RFQ are:
 - a. Chassis Modules
 - b. Optical Modules
 - c. Internal GBICs
 - d. 2.5G Transponders
 - e. 10G Transponders
 - f. Multiplexing Modules
 - g. SFP Modules
 - h. Chassis Components
 - i. Common Equipment
 - j. Channel Modules and Filters
 - k. Fiber Jumpers
 - l. Network Management Software

B. Technical Proposal

1. The bidder must provide a technical proposal for the Fiber Equipment that at a minimum includes:
 - a. Point-by-point response to technical specifications listed in Section 5.4.A above.
 - b. Product Datasheets
2. Complete Required Bid Submission Form
3. Statement of Proposer Qualifications
 - a. Proposal Profile

All prospective Proposers shall provide a "profile" that at a minimum includes the following

 - Company/Organization Name
 - Business Address
 - Company/Organization Profile
 - Number of Employees
 - Number of Years in related business
 - Areas of Specialty
 - Notable Accomplishments in related industry

b. Proposal Qualifications

The Proposer must provide an overview of the Company/Organization and specifically state its experience in providing the type of service or equipment requested. (The company overview shall not be more than 8 single space pages with 1" borders and 12 point font.)

C. Cost Proposal

1. The bidder must provide a retail price list and include a percentage discount for product categories, maintenance, and accessories. The price list must include brand, product name, part number, description, MSRP/list price, discount code/discount percentage level and warranty information.
2. If the manufacturer should reduce the retail price, the bidder will apply the proposed discounts to the newly established retail price.
3. If new versions or products should be released by the manufacturer, the bidder shall apply the discount level based on the appropriate product category or on the most similar product with an established discount.
4. The vendor shall provide shipping quotations upon request of order.
5. The vendor shall own equipment until all equipment are delivered and received by customer.
6. The Proposer must submit a Cost Proposal that includes all the information listed in the Bid Form for this section. The actual 'format' of the information may vary to accommodate for the different product listings, categories and discount codes.

D. Special Conditions

1. Contract. The Bidder must enter into a contract that includes the standard terms and conditions of The Research Corporation of the University of Hawaii (see Appendix B).
2. SPIN Number. All Service Providers are required to obtain a Service Provider Identification Number (SPIN) number from USAC.
3. Period of Contract. The Price List Contract will be for three (3) years; with the possibility for extension up to two (2) optional one-year periods.
4. Contract Quantities. The Bidders shall be aware that this Section of the RFP is establishing a Price List for RCUH. This Price List shall include a standard discount for all major components. Discounts for cabling and non-essential accessories may be set at a different rate. There is no minimum quantity that will be purchased and RCUH reserves the right to modify the amount to be purchased. Since this Price List will be for used by universities and health care providers of the Pacific Broadband Telehealth Demonstration Network, providers should seek appropriate health and education discount levels.
5. Brand Name or Equal. As used, the term "brand name" includes identification of products by make and model.

Reference to a "brand name or equal" description is intended to be descriptive, but not restrictive, and is to indicate quality and characteristics of products that will be satisfactory. Bids offering "equal products" (including products of the brand name manufacturer other than the one described by brand name) will be considered for the award, if such products are clearly identified in the bids and determined by TIPG/RCUH to fully meet the salient characteristic requirements listed in this invitation.

Unless the Bidders clearly indicate in their bid that they are offering an “equal” product, the bid shall be considered as offering a brand name product referenced in the Request for Proposal.

If the Bidder proposes to furnish an “equal” product, the brand name, if any, of the product to be furnished shall be clearly identified in the proposal and bid forms. The Evaluation of bids and the determination as to equality of the products offered shall be the responsibility of TIPG, and will be based on information furnished by the Bidder or identified in the Bid as well as other information reasonably available to the purchasing activity.

6. Maintenance. Contractor shall provide a minimum one-year warranty for all equipment purchased. Beyond the one-year warranty, the contractor shall provide a price for extended maintenance based on a percentage discount of the retail price.

E. Contract Award

1. The award will be made to the Proposer with the highest points based on the following evaluation criteria:
 - ▶ 35 Points Technical Product Solutions to meet the needs as specified in this RFP
 - ▶ 30 Points Proposer Qualifications
 - ▶ 35 Points Cost (highest discount levels)
2. The contract that will be awarded for a period of 3-years, with the right of the RCUH to extend for another 2-years, on a year-to-year basis subject to the conditions below.
3. The contract and its annual continuation are contingent upon annual approvals by the Rural Health Care Division of the Universal Service Administrative Company (USAC), and funding by the U.S. Congress.
4. Suspensions and Termination of Agreement: The established contract shall not incorporate a termination liability agreement. There shall be no penalties to RCUH for early termination of services. During the period of the contract, RCUH may elect to continue service or terminate the service at any time without penalty. In the event of termination, RCUH shall pay only a pro-rated share for the month of the service termination.

F. Payment Schedule

Proposers should be aware that the payment process under the RHCPP project is considerably complex and cumbersome. The Service Provider shall invoice the customer for 100% of the cost. The customer shall pay 15% of this amount. UH TIPG, as the Project Coordinator, will validate invoice items, 15% payment and complete USAC invoice forms. The Service Provider will be required to review these USAC invoice forms, sign and mail to the RHCD Project Reviewer. RHCD forwards invoices to USAC for reimbursement to the Service Provider.

5.5. Part 5: Network Equipment

A. Specifications

1. Part 5 of this RFP is seeking to establish a price list of networking equipment that is interoperable with the existing network State of Hawaii Institutional Network (INET) and State Telehealth Access Network equipment and configuration. The State of Hawaii Information Communication Services Division has standardized on Cisco products for the State NGN network including the INET connections. All INET ring/backbone sites must be a Catalyst Metro 3750 (or equivalent) with the Advanced IP Features License and spurs use Catalyst 3560 routers (or

equivalent). The existing network includes Cisco routers that may be upgraded with RAM, VPN modules, and network cards. The network requires Cisco (or equivalent) expansion modules and RAM modules that are compatible with the existing routers. Also the equipment warranty and maintenance service packages are required for the existing and new systems. As such, the PBDN requires a price list for Cisco (or equivalent) products to meet the State of Hawaii ICSD requirements, interoperability, systems support and maintenance.

2. Routers must be able to use the following routing protocols:
 - a. RIP – Routing Information Protocol
 - b. IGRP – Interior Gateway Routing Protocol
 - c. EIGRP – Enhanced Interior Gateway Routing Protocol
3. The product categories that are being requested in this RFP must include the following product categories:
 - a. Routers
 - b. Switches
 - c. Hubs and Concentrators
 - d. VPN Modules
 - e. WAN interface cards
 - f. Security Components
 - g. Wireless networking
 - h. Cables and Accessories
 - i. Network Management
 - j. Optical
 - k. Blade Switching
 - l. Telephony and Voice Over IP
 - m. Warranty and Support services

B. Technical Proposal

1. The bidder must provide a technical proposal for the Network Equipment that at a minimum includes:
 - a. Product Datasheets
 - b. Point-by-point response to technical specifications listed in Section 5.5.A above.
2. Complete Required Bid Submission Form in Appendix A
3. Statement of Proposer Qualifications
 - a. Proposal Profile:

All prospective Proposers shall provide a “profile” that at a minimum includes the following

 - Company/Organization Name
 - Business Address
 - Company/Organization Profile
 - Number of Employees
 - Number of Years in related business
 - Areas of Specialty
 - Notable Accomplishments in related industry
 - b. Proposal Qualifications:

The Proposer must provide an overview of the company and specifically state its experience in providing the type of service or equipment requested. (The company overview shall not be more than 8 single space pages with 1" borders and 12 point font.)

C. Cost Proposal

1. The bidder must provide a retail price list and include a percentage discount for product categories, maintenance, and accessories. The price list must include brand, product name, part number, description, MSRP/list price, discount code/discount percentage level and warranty information.

If the manufacturer should reduce the retail price, the bidder will apply the proposed discounts to the newly established retail price.

If new versions or products should be released by the manufacturer, the bidder shall apply the discount level based on the appropriate product category or on the most similar product with an established discount.

2. The vendor shall provide shipping quotations upon request of order.
3. The vendor shall own equipment until all equipment are delivered and received by customer.
4. The Proposer must submit a Cost Proposal that includes all the information listed in the Bid Form for this section. The actual 'format' of the information may vary to accommodate for the different product listings, categories and discount codes.

D. Special Conditions

1. Contract. The Bidder must enter into a contract that includes the standard terms and conditions of The Research Corporation of the University of Hawaii (see Appendix B).
2. SPIN Number. All Service Providers are required to obtain a Service Provider Identification Number (SPIN) number from USAC.
3. Period of Contract. The Price List Contract will be for (3) three years; with the possibility for extension up to two (2) optional one-year periods.
4. Contract Quantities. The Bidders shall be aware that this Section of the RFP is establishing a Price List for RCUH. This Price List shall include a standard discount for all major components. Discounts for cabling and non-essential accessories may be set at a different rate. There is no minimum quantity that will be purchased and RCUH reserves the right to modify the amount to be purchased. Since this Price List will be for used by universities and health care providers of the Pacific Broadband Telehealth Demonstration Network providers should seek appropriate health and education discount levels.
5. Brand Name or Equal. As used, the term "brand name" includes identification of products by make and model.

Reference to a "brand name or equal" description is intended to be descriptive, but not restrictive, and is to indicate quality and characteristics of products that will be satisfactory. Bids offering "equal products" (including products of the brand name manufacturer other than the one described by brand name) will be considered for the award, if such products are clearly identified in the bids and determined by TIPG/RCUH to fully meet the salient characteristic requirements listed in this invitation.

Unless the Bidders clearly indicate in their bid that they are offering an "equal" product, the bid shall be considered as offering a brand name product referenced in the Request for Proposal.

If the Bidder proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be clearly identified in the proposal and bid forms. The Evaluation of bids and the determination as to equality of the products offered shall be the responsibility of TIPG, and will be based on

information furnished by the Bidder or identified in the Bid as well as other information reasonably available to the purchasing activity.

6. Maintenance. Contractor shall provide a minimum one-year warranty for all equipment purchased. Beyond the one-year warranty, the contractor shall provide a price for extended maintenance based on a percentage discount of the retail price.
7. Suspensions and Termination of Agreement. The established contract shall not incorporate a termination liability agreement. There shall be no penalties to RCUH for early termination of services. During the period of the contract, RCUH may elect to continue service or terminate the service at any time without penalty. In the event of termination, RCUH shall pay only a pro-rated share for the month of the service termination.

E. Contract Award

1. The award will be made to the Proposer with the highest points based on the following evaluation criteria:
 - ▶ 35 Points Technical Product Solutions to meet the needs as specified in this RFP
 - ▶ 30 Points Proposer Qualifications
 - ▶ 35 Points Cost (highest discount levels)
2. The contract that will be awarded for a period of 3-years, with the right of the RCUH to extend for another 2-years, on a year-to-year basis subject to the conditions below.
3. The contract and its annual continuation are contingent upon annual approvals by the Rural Health Care Division of the Universal Service Administrative Company (USAC), and funding by the U.S. Congress.

F. Payment Schedule

Proposers should be aware that the payment process under the RHCPP project is considerably complex and cumbersome. The Service Provider shall invoice the customer for 100% of the cost. The customer shall pay 15% of this amount. RCUH, as the Project Coordinator, will validate invoice items, 15% payment and complete USAC invoice forms. The Service Provider will be required to review these USAC invoice forms, sign and mail to the RHCD Project Reviewer. RHCD forwards invoices to USAC for reimbursement to the Service Provider.

5.6. Part 6: Network Installation Management Services

A. Specifications

1. RCUH requires Network Installation Management Services (NIMS) for the Pacific Broadband Telehealth Demonstration Network (PBDN) to guarantee that all of the parts from the various contractors work together, are well coordinated with the PBDN partners including the State of Hawaii DOH, ICSD, UH, HHSC and other health care providers, and assures that contracts meet network systems, facilities and user specifications as contracted.
2. The NIMS contractor shall work closely with the PBDN Technical Committee, Project Coordinator and Procurement Officer to ensure that the contractor's complete work according to specifications in the RFPs and under the RHCD awarded contracts.
3. The NIMS contractor shall coordinate and manage the installation of the equipment and the final technical solution based on the selection of network

capacity and technical options. This will include the final configuration of equipment to meet the contracted services and deliverables.

4. The NIMS contractor shall develop a Project Work Plan and Schedule by facilitating the coordination and input from all project contractors, the PBTDN Technical and Advisory Committees and Project Coordinators.
5. Because of the nature of the Network Management Installation Services oversight of other project contractors, the Proposer of the NIMS service shall not bid on any other sections of this RFP, nor shall the proposer bid on any future RFPs related to the equipment and services of the PBTDN Network.
6. The NIMS contractor shall advise the PBTDN Technical and Advisory Committees and Project Coordinators of any problems and issues that arise during the project.
7. The NIMS contractor shall have extensive experience in managing and implementing large-scale, complex, networking projects.
8. The NIMS contractor must have very good working knowledge of the existing State Telehealth Access Network (STAN), INET, University of Hawaii and State of Hawaii technical facilities and networks.
9. In order to effectively manage and coordinate this project, the NIMS contractor must have very good working knowledge of the administrative management, procedures and processes of the State of Hawaii, University of Hawaii and Department of Health that have oversight to the INET and/or STAN networks.
10. The NIMS contractor must have a track record and first hand knowledge of implementing USAC funded networks under the RHCD and E-Rate Projects; and shall at a minimum meet and provide documentation of their experience as follows:
 - a. Network installation management contract for an E-Rate or RHCD project(s). Must provide description of network, project period, technical and administrative references.
 - b. First hand experience with the RHCD and E-Rate administrative procedures. Must document experience with program forms; project time tables and deadlines; and anticipated issues and resolutions.
11. The NIMS contractor must have a good understanding of the USAC Rural Health Care Pilot Program (RHCPP) objectives, administrative rules, regulations and procedures in order to properly plan for and manage program deadlines, schedule required lead time and anticipate issues and resolutions. Must understand the differences between the RHCD pilot and regular program.
12. The NIMS contractor must have a good understanding of the Pacific Broadband Telehealth Demonstration Network; and shall at a minimum document the following:
 - a. User needs and technical requirements
 - b. Network design options as they relate to user needs and technical requirements, RHCPP eligibility, long-term cost effectiveness in terms of cost and capacity
 - c. Network sustainability plan
13. The NIMS contractor shall serve as a Single Point of Coordination for all project contractors of the network services and equipment providers.

B. Technical Proposal

1. The Technical Proposal shall contain a detailed point-by-point response of the NIMS specification requirements as listed in Section 5.6.A above.
2. To demonstrate understanding of the complexity and nuances of the project, the Technical Proposal shall contain a section that provides an overall assessment of the anticipated issues and challenges of the network implementation. This will demonstrate the understanding of the technical and administrative requirements of the NIMS contract.
3. Complete Required Bid Submission Form
4. Statement of Proposer Qualifications

a. Proposal Profile

All prospective Proposers shall provide a "profile" that at a minimum includes the following:

- Company/Organization Name
- Business Address
- Company/Organization Profile
- Number of Employees
- Number of Years in related business
- Areas of Specialty
- Notable Accomplishments in related industry
- Resume of key staff members

b. Proposal Qualifications

The Proposer must provide an overview of the company/organization and specifically state its experience in providing the type of service requested. (The company overview shall not be more than 8 single space pages with 1" borders and 12 point font.)

The experience and background of the individual or firm providing logistical support and the applicability of their experience to a project of this size and scope. (Proposer is required to submit references of current clients of similar size, including telephone numbers of main contact of clients).

Ability of the proposer to perform the required service competently and expeditiously.

C. Cost Proposal

1. Bidder shall complete the Cost Proposal Part 6 Bid Form for Network Installation Management Services in Appendix A.
2. The NIMS Contract shall be based on an overall percentage of the PBDN Network costs including network equipment and services.
3. Bidders shall provide pricing to up to 2 decimal points. For example a 15% proposal should be reflected at 0.15. Proposers shall complete Bid Form 6 with a percentage of the total network costs. The equipment and network services could be funded from around \$0 to \$5.5 million dollars. Strictly for evaluation purposes, the cost will be determined based on \$1 million dollars.
4. The Bidder must agree that prices offered for the service will be available for 3-years with an option for two more years. All services to be delivered to RCUH shall include any and all taxes such as franchise fees and Universal Service Fund Fees.

D. Special Conditions

1. The Proposer of the NIMS service shall not bid on any other sections of this RFP, nor shall the Proposer bid on any future RFPs related to the equipment and services of the PBTDN Network.
2. All Service Providers are required to obtain a Service Provider Identification Number (SPIN) number from USAC.
3. The Proposer must enter into a contract that includes the standard terms and conditions of The Research Corporation of the University of Hawaii (see Appendix B).

E. Contract Award

1. The award will be made to the Proposer with the highest points based on the following evaluation criteria:
 - ▶ 20 Points Proposer qualifications as needed to meet the specifications of the NIMS services
 - ▶ 40 Points Proposer's demonstrated understanding of the technical and administrative requirements of the NIMS contract
 - ▶ 40 Points Cost
2. The contract that will be awarded will be for a period of 3-years.
3. RCUH reserves the right to terminate the contract for convenience.
4. The contract and its annual continuation are contingent upon annual approvals by the Rural Health Care Division of the Universal Service Administrative Company (USAC), and funding by the U.S. Congress.
5. Suspensions and Termination of Agreement: The established contract shall not incorporate a termination liability agreement. There shall be no penalties to RCUH for early termination of services. During the period of the contract, RCUH may elect to continue service or terminate the service at any time without penalty.

F. Payment Schedule

Proposers should be aware that the payment process under the RHCPP project is considerably complex and cumbersome. The Service Provider shall invoice the customer for 100% of the cost. The customer shall pay 15% of this amount. UH TIPG, as the Project Coordinator, will validate invoice items, 15% payment and complete USAC invoice forms. The Service Provider will be required to review these USAC invoice forms, sign and mail to the RHCD Project Reviewer. RHCD forwards invoices to USAC for reimbursement to the Service Provider.

5.7. Part 7: Fiber Premise Cabling

A. Specifications

1. This section is seeking a bidder that can professionally conduct and perform fiber optic cable installation and termination. The bidder is to provide, on-site premise cabling for the Maui Memorial Medical Center and the Kula Hospital.
2. Description of Installation:
 - a. Maui Memorial Medical Center (MMMC)
221 Mahalani Street,
Wailuku, Hawaii 96793

The Fiber optic premise cabling is required to extend the termination point of presence currently in the telephone room to the computer room, located on the same floor. It is estimated that the distance is approximately 150 feet between the two locations.

b. Kula Hospital

204 Kula Highway,
Kula, Hawaii 96793

The Fiber optic premise cabling is required to extend the termination point of presence currently in the laundry room (ground level) to the first floor computer room. It is estimated that the distance is approximately 200 feet between the two locations on separate floors.

3. Scope of Work

The Maui Memorial Medical Center and the Kula Hospital shall require:

- a. Six (6) Strands of Single Mode (SM) fiber cable terminated with SC type connectors at each end.
- b. Two (2) Fiber distribution panels (one for each side).
- c. Four (4) SM Fiber Jumpers (to connect new fiber distribution panel with existing fiber panels).
- d. External run fiber optic cabling must be placed in conduit and painted to match surrounding area.
- e. Additional to the fiber optic cable specified, a pull string shall also be run and anchored at both ends.
- f. All installed fiber optic cabling is to be tested to ensure continuity and proper termination.
- g. Both ends of all installed cables will be labeled with the same unique and logical identification number using a commercial labeler.

Network wiring being routed on the outside of interior/exterior walls must be in data conduit/raceways. These data conduit and raceways will need to be physically attached to the wall with screws in addition to any already built-in connection methods (example: Sticky back tape etc). This will ensure that the conduit does not fall from the wall due to tape failure. Any and all required holes made during installation (interior or exterior walls) will need to be properly edged and finished to present a neat and professional installation at all times. Vendors will be expected to clean up any residue materials during the course of equipment/wiring installation, as well as at the end of each day.

4. Site Inspection and Walk-through

A site inspection will be scheduled and announced in Addendum 1. All interested parties will be permitted to inspect the installation sites and locations. It will be the responsibility of the bidder to determine the best and most cost effective way to perform the premise cabling at each of the locations.

- a. Maui Memorial Medical Center at time to be determined
- b. Kula Hospital at time to be determined
- c. Contact person for Fiber Premise Cabling walkthroughs:

Mr. Dana Mendoza
IT Director, Maui Region
Telephone: (808) 243-3094

B. Technical Proposal

1. All prospective Proposers shall provide a "profile" that at a minimum include the following:
 - a. Company/Organization Name
 - b. Business Address
 - c. Company/Organization Profile
 - d. Number of Employees
 - e. Number of Years in related business
 - f. Areas of Specialty
 - g. Notable Accomplishments in related industry

2. Proposal Qualifications

The Proposer must provide an overview of the company/organization and specifically state its experience in providing the type of service requested. (The company overview shall not be more than 8 single space pages with 1" borders and 12 point font.)

The experience and background of the individual or firm providing logistical support and the applicability of their experience to a project of this size and scope. (Proposer is required to submit references of current clients of similar size, including telephone numbers of main contact of clients.)

Ability of the proposer to perform the required service competently and expeditiously.

3. After the site inspection and walk-through, the bidder shall provide a comprehensive installation proposal. The proposal narrative shall describe and identify the proposed:
 - a. Location of fiber distribution panels
 - b. Path of fiber cabling to be run
 - c. Access in/out of each location requiring fiber cabling
 - d. External walls, if requiring coring
4. A visual diagram for each of the installation sites demarking access points, and conduit runs.

C. Cost Proposal

1. Bidder shall complete the Cost Proposal Part 7 Bid Form that includes a cost itemization of labor and materials.

D. Special Conditions

1. The bidder must enter into a contract that includes the standard terms and conditions of The Research Corporation of the University of Hawaii (see appendix B).
2. All Service Providers are required to obtain a Service Provider Identification Number (SPIN) from USAC.
3. The premise cabling work shall be coordinated by the Network Installation Management Service (NIMS) contractor.
4. There are special conditions regarding the date and time of installation since both locations are in healthcare facilities and may require special work hours which will be coordinated with the NIMS contractor and facilities manager.
5. Upon completion, all testing shall be in the presence of the NIMS contractor.

6. The NIMS contractor shall certify the testing, completion and acceptance of the fiber installation.
7. Any discrepancies will be presented to the fiber installation contractor, who will be given additional time to correct the discrepancy.
8. All work to be warranted to cover labor and materials for a minimum of one (1) year.

E. Payment Schedule

Proposers should be aware that the payment process under the RHCPP project is considerably complex and cumbersome. The Service Provider shall invoice the customer for 100% of the cost. The customer shall pay 15% of this amount. UH TIPG, as the Project Coordinator, will validate invoice items, 15% payment and complete USAC invoice forms. The Service Provider will be required to review these USAC invoice forms, sign and mail to the RHCD Project Reviewer. RHCD forwards invoices to USAC for reimbursement to the Service Provider.

F. Criterion for Bidder Selection and Award

1. The award will be made to the Proposer with the highest points based on the following evaluation criteria:
 - ▶ 35 Points Technical Product Solutions to meet the needs as specified in this RFP.
 - ▶ 30 Points Proposer Qualifications
 - ▶ 35 Points Cost
2. The contract and its annual continuation are contingent upon annual approvals by the Rural Health Care Division of the Universal Service Administrative Company (USAC) and funding by the U.S. Congress.

5.8. Part 8: 10Mbps Point-to-Point Ethernet Link

A. Specifications

1. The RCUH requires dedicated data services from the Molokai General Hospital to the Queen's Medical Center.
2. Locations
 - a. Molokai General Hospital
280 Homeolu Place
Kaunakakai, HI 96748
 - b. Queen's Medical Center
1301 Punchbowl Street
Honolulu, HI 96819
3. The digital data service must be a single Ethernet handoff and terminate at a RJ-45.
4. The digital data service requirement will be 10Mbps.
5. The transmission medium must be fiber optics.
6. The Proposer must have a 7 x 24-hour operations staff that are able to respond to trouble calls.
7. Problem calls must be responded to within 4-working hours during the working day and within 8-hours over weekends and holidays. The problem must be resolved within 24-hours of the time of notification.

8. Following the resolution to a problem, the Proposer must provide a detailed technical statement of the problem, including the amount of time required to resolve a problem.

B. Technical Proposal

1. Complete required Bid Submission Form
2. Statement of Proposer Qualifications

a. Proposal Profile

All prospective Proposers shall provide a "profile" that at a minimum includes the following:

- Company/Organization Name
- Business Address
- Company/Organization Profile
- Number of Employees
- Number of Years in related business
- Areas of Specialty
- Notable Accomplishments in related industry

b. Proposal Qualifications

The Proposer must provide an overview of the company/organization and specifically state its experience in providing the type of service requested. (The company overview shall not be more than 8 single space pages with 1" borders and 12 point font.)

The experience and background of the individual or firm providing logistical support and the applicability of their experience to a project of this size and scope. (Proposer is required to submit references of current clients of similar size, including telephone numbers of main contact of clients).

Ability of the proposer to perform the required service competently and expeditiously.

C. Cost Proposal

The Proposer must submit a Cost Proposal using the Part 8 Bid Form – 10Mbps Point-to-Point Ethernet Link. The Cost Proposal includes installation, recurring cost, taxes and any applicable surcharges such as franchise fees and Universal Service Fund Fees.

D. Special Conditions

1. The Bidder must enter into a contract that includes the standard terms and conditions of The Research Corporation of the University of Hawaii (see Appendix B).
2. All Service Providers are required to obtain a Service Provider Identification Number (SPIN) number from USAC.
3. Proposer must have an on-island or toll-free 1-800 number for reporting trouble calls.
4. The Proposer must agree to provide a detailed explanation of any problems, including how quickly the link problems were resolved.
5. Installation Dates
 - a. This link must be completed within 3-months of the date of Notification to Proceed. A late penalty will be negotiated in the contract award.

- b. The implementation priorities will be established by the PBTDN Technical Committee.

E. Contract Award

1. The award will be made to the lowest cost proposal and most responsible Proposer.
2. The contract that will be awarded for a period of 3-years, with the right of the RCUH to extend for another 2-years, on a year-to-year basis.
3. The contract and its annual continuation are contingent upon annual approvals by the Rural Health Care Division of the Universal Service Administrative Company (USAC) and funding by the U.S. Congress.
4. Suspensions and Termination of Agreement: The established contract shall not incorporate a termination liability agreement. There shall be no penalties to RCUH for early termination of services. During the period of the contract, UH TIPG may elect to continue service or terminate the service at any time without penalty. In the event of termination, RCUH shall pay only a pro-rated share for the month of the service termination.

F. Payment Schedule

Proposers should be aware that the payment process under the RHCPP project is considerably complex and cumbersome. The Service Provider shall invoice the customer for 100% of the cost. The customer shall pay 15% of this amount. RCUH, as the Project Coordinator, will validate invoice items, 15% payment and complete USAC invoice forms. The Service Provider will be required to review these USAC invoice forms, sign and mail to the RHCD Project Reviewer. RHCD forwards invoices to USAC for reimbursement to the Service Provider.

5.9. Part 9: 25Mbps Point-to-Point Ethernet

A. Specifications

1. The RCUH requires dedicated data services from the UH TIPG Network Operations Center (NOC) to the Hawaii Pacific Health Data Center.
2. Locations
 - a. UH TIPG NOC
2424 Maile Way, 713c
Honolulu, Hawaii 96822
 - b. Hawaii Pacific Health
55 Merchant Street, 26th floor
Honolulu, HI 96813
3. The digital data service must be a single Ethernet handoff and terminate at either RJ-45 or multi-mode fiber.
4. The digital data service requirement will be a minimum of 25Mbps.
5. The transmission medium for the link may be Free Space Optics or other proposed infrastructure.
6. The Proposer is required to install and test the link, and provide the end user with all equipment documentation.
7. The proposal must include all equipment

B. Technical Proposal

1. Complete required Bid Submission Form (see Appendix A)
2. Statement of Proposer Qualifications

a. Proposal Profile

All prospective Proposers shall provide a "profile" that at a minimum includes the following:

- Company/Organization Name
- Business Address
- Company/Organization Profile
- Number of Employees
- Number of Years in related business
- Areas of Specialty
- Notable Accomplishments in related industry

b. Proposal Qualifications

The Proposer must provide an overview of the company/organization and specifically state its experience in providing the type of service requested. (The company overview shall not be more than 8 single space pages with 1" borders and 12 point font.)

The experience and background of the individual or firm providing logistical support and the applicability of their experience to a project of this size and scope. (Proposer is required to submit references of current clients of similar size, including telephone numbers of main contact of clients).

Ability of the proposer to perform the required service competently and expeditiously.

C. Cost Proposal

The Proposer must submit a Cost Proposal using the Part 9 Bid Form – 25Mbps Point-to-Point Ethernet Link. The Cost Proposal includes installation, recurring cost, taxes and any applicable surcharges such as franchise fees and Universal Service Fund Fees.

D. Special Conditions

1. The Bidder must enter into a contract that includes the standard terms and conditions of The Research Corporation of the University of Hawaii (see Appendix B).
2. All Service Providers are required to obtain a Service Provider Identification Number (SPIN) number from USAC.
3. Proposer must have an on-island or toll-free 1-800 number for reporting trouble calls.
4. The Proposer must agree to provide a detailed explanation of any problems, including how quickly the link problems were resolved.
5. Installation Dates
 - a. This link must be completed within 3-months of the date of Notification to Proceed. A late penalty will be negotiated in the contract award.
 - b. The implementation priorities will be established by the PBTDN Technical Committee.

E. Contract Award

1. The award will be made to the lowest cost proposal and most responsible Proposer.
2. The contract that will be awarded for a period of 3-years, with the right of the RCUH to extend for another 2-years, on a year-to-year basis.
3. The contract and its annual continuation are contingent upon annual approvals by the Rural Health Care Division of the Universal Service Administrative Company (USAC) and funding by the U.S. Congress.
4. Suspensions and Termination of Agreement: The established contract shall not incorporate a termination liability agreement. There shall be no penalties to RCUH for early termination of services. During the period of the contract, UH TIPG may elect to continue service or terminate the service at any time without penalty. In the event of termination, RCUH shall pay only a pro-rated share for the month of the service termination.

F. Payment Schedule

Proposers should be aware that the payment process under the RHCPP project is considerably complex and cumbersome. The Service Provider shall invoice the customer for 100% of the cost. The customer shall pay 15% of this amount. RCUH, as the Project Coordinator, will validate invoice items, 15% payment and complete USAC invoice forms. The Service Provider will be required to review these USAC invoice forms, sign and mail to the RHCD Project Reviewer. RHCD forwards invoices to USAC for reimbursement to the Service Provider.

5.10. Part 10: DS-3 Frame Relay Host Circuit

A. Specifications

1. The RCUH requires a DS-3 Frame Relay host circuit to support various healthcare organizations in the state of Hawaii to the UH TIPG Network Operations Center (NOC), Hawaii Health Systems Corporation (HHSC) NOC, State of Hawaii Information and Communication Services Division, or Department of Health (DOH) NOC. The Frame Relay connection allows remote sites to access departmental or statewide services via Frame Relay and DSL circuits.
2. The DS-3 host circuit currently provides adequate bandwidth to support existing requirements; however, the RCUH anticipates increased bandwidth demands. To meet the current needs as well as provide for future growth, RCUH requires a bidder capable of providing DS-3 Frame Relay and OC-3c ATM circuits. (See Appendix A – Part 10 Bid Form for location of DS-3 Frame Relay Host circuit).
3. The DS-3 Frame Relay circuit will meet Industry Standards of the American National Standards Institute (ANSI), International Telecommunication Union (ITU), Frame Relay Forum, and ATM Forum.
4. The proposer shall be directly responsible for the monitoring, maintenance, and repair of the DS-3 Frame Relay circuits. The bidder must be able to work directly with the RCUH to monitor, maintain, and repair the circuits. RCUH defines “works directly” as the proposer’s ability to provide a one-stop shop for end-to-end connectivity.
5. The DS-3 shall be able to absorb demands for extra capacity by increasing the speed allocated to the PVC up to the line speed of 45Mbps.

6. The proposer must assure the interoperability between current and new statewide-embedded base of Frame Relay and DSL services will work with the new DS-3 Frame Relay.
 7. The proposer must assure that the end-to-end interoperability with embedded base of existing and new Customer Premise Equipment (CPE) tied to existing Frame Relay and DSL services will work with the new DS-3 Frame Relay.
- B. Technical Proposal
1. Complete required Bid Submission Form
 2. Statement of Proposer Qualifications
 - a. Proposal Profile

All prospective Proposers shall provide a "profile" that at a minimum includes the following:

 - Company/Organization Name
 - Business Address
 - Company/Organization Profile
 - Number of Employees
 - Number of Years in related business
 - Areas of Specialty
 - Notable Accomplishments in related industry
 - b. Proposal Qualifications

The Proposer must provide an overview of the company/organization and specifically state its experience in providing the type of service requested. (The company overview shall not be more than 8 single space pages with 1" borders and 12 point font).

The experience and background of the individual or firm providing logistical support and the applicability of their experience to a project of this size and scope. (Proposer is required to submit references of current clients of similar size, including telephone numbers of main contact of clients).

Ability of the proposer to perform the required service competently and expeditiously.
- C. Cost Proposal
- The Proposer must submit a Cost Proposal using the Part 10 Bid Form – DS3 Services. The Cost Proposal lists the cost per link between the two locations, installation, taxes and any applicable surcharges such as franchise fees and Universal Service Fund Fees.
- D. Special Conditions
1. The Bidder must enter into a contract that includes the standard terms and conditions of The Research Corporation of the University of Hawaii (see Appendix B).
 2. All Service Providers are required to obtain a Service Provider Identification Number (SPIN) number from USAC.
 3. Proposer must have an on-island or toll-free 1-800 number for reporting trouble calls.
 4. The Proposer must agree to provide a detailed explanation of any problems, including how quickly the link problems were resolved.
 5. Installation Dates

- a. DS3 must be completed within 3-months of the date of Notification to Proceed. A late penalty will be negotiated in the contract award.
- b. The implementation priorities will be established by the PBTDN Technical Committee.

E. Contract Award

1. The award will be made to the lowest cost proposal and the most responsible Proposer.
2. The contract that will be awarded for a period of 3-years, with the right of the RCUH to extend for another 2-years, on a year-to-year basis.
3. The contract and its annual continuation are contingent upon annual approvals by the Rural Health Care Division (RHCD) of the Universal Service Administrative Company (USAC), and funding by the U.S. Congress.
4. Suspensions and Termination of Agreement: The established contract shall not incorporate a termination liability agreement. There shall be no penalties to RCUH for early termination of services. During the period of the contract, RCUH may elect to continue service or terminate the service at any time without penalty. In the event of termination, RCUH shall pay only a pro-rated share for the month of the service termination.

F. Payment Schedule

Proposers should be aware that the payment process under the Rural Health Care Pilot Program (RHCPP) project is considerably complex and cumbersome. The Service Provider shall invoice the customer for 100% of the cost. The customer shall pay 15% of this amount. UH TIPG, as the Project Coordinator, will validate invoice items, 15% payment and complete USAC invoice forms. The Service Provider will be required to review these USAC invoice forms, sign and mail to the RHCD Project Reviewer. RHCD forwards invoices to USAC for reimbursement to the Service Provider.

5.11. Award of Contract

5.11.1. Legal Obligations

No legal or other obligations are assumed by the Research Corporation of the University of Hawaii by virtue of issuing this solicitation, or by receiving, accepting and/or evaluating a respondent's proposal, and/or making a selection for intent to award.

5.11.2. Source of Funding and Payment Structure

Awards under this solicitation are subject to the availability of funds from the Rural Health Care Division of the Universal Service Administrative Company and the U.S. Congress.

The Universal Services Administrative Company (USAC) on behalf of the FCC is administering the Rural Health Care Pilot Program. Payment of up to 85% for eligible RHCPP equipment and or services shall be reimbursed to the service provider by USAC. Payment of 15% shall be made by Health Care Provider or by RCUH.

Under this program there are specific administrative requirements for invoicing. For example, the Service Provider invoices the customer for 100% of the cost. The customer shall pay 15% of this amount. UH TIPG, as the Project Coordinator, will validate invoice items, 15% payment and complete USAC invoice forms. The Service Provider will be required to review USAC invoice form, sign and mail to the RHCD Project Reviewer. RHCD forwards to USAC for review and reimbursement to the Service Provider. All Service Providers are required to obtain a SPIN number.

For ineligible RHCPP equipment and services invoices shall be paid in full by customer.

6. Contact Information

All questions regarding this RFP shall be submitted in writing to:

Ms. Christina Higa
Associate Director
Telecommunications and Information Policy Group
Email: christina@tipg.net, fiscal@tipg.net
Phone: (808) 956-7224
Fax: (808) 956-8019

7. Appendices

7.1. Appendix A: Bid Forms

7.1.1. Intent to Bid Form (Optional)

INTENT TO BID FORM

**FCC PACIFIC BROADBAND
TELEHEALTH DEMONSTRATION NETWORK
(RFP#00)**

Return to:

Telecommunications and Information Policy Group
Social Science Research Institute
University of Hawaii at Manoa
Saunders Hall, Suite 713
2424 Maile Way
Honolulu, HI 96822

Attention: Christina Higa
Email: fiscal@tipg.net
Fax: (808) 956-8019

This Intent to Bid form must be received at the above address no later than November 30, 2009 to register to the RFP mailing list for responses to questions, revisions, or announcement of informational meetings. The Intent to Bid Form is optional and does not represent any commitment from the prospective proposer to submit a bid.

The completed form may be returned to UH TIPG by email or fax. UH TIPG will acknowledge receipt by email.

Proposed Bidder:

Company or Organization: _____

Contact Name: _____

Contact Title: _____

Mailing Address: _____

Phone: _____

Fax: _____

Email: _____

7.1.2. Bid Submission Form (Required for each Part)

BID SUBMISSION FORM
(RFP#00)

Dr. Norman Okamura, Ph.D
Principal Investigator
Telecommunications and Information Policy Group
University of Hawaii at Manoa
Social Science Research Institute
Saunders Hall, Suite 713
2424 Maile Way
Honolulu, HI 96822

Dear Dr. Okamura,

The undersigned has carefully read and understands the Request for Proposal (RFP#00) and intends on submitting a bid proposal, and hereby agrees with the terms, conditions and specification of the RFP. The undersigned further agrees that, if selected, will furnish, deliver, install (where applicable) and warranties all equipment in strict compliance with the Request for Proposal.

Any questions that UH TIP-G may have regarding this offer should be directed to:

Name:

Title:

Company:

Address:

City:

Telephone No: _____ Email Address:

The undersigned understands and agrees that:

UH TIP-G and RCUH reserves the right to reject any and/or all offers/bids and to waive any defects when, in the Principal Investigator's opinion, such rejection or waiver will be in the best interest of UH TIP-G and RCUH.

(Affix Corporate Seal here)

Respectfully submitted,

By _____

Title _____

General Excise Tax Number or Federal I.D.

7.1.3. Bid Form – Part 1

Telecommunication Services - Dedicated Data Services									
Part 1 Bid Form:									
Item	From	Qty.	To	a	b	c	(b+c) x12	a+((b+c) x12)	(b+c) x36
				One-Time Installation Charge	Monthly Recurring Charge (1-Month)	Taxes and Surcharges	Total Unit MRC (12-Month)	Total MRC and Installation (12-Month)	MRC for 3 yrs. (MRCx36 Mon)
T-1	Ala Moana Health Center 591 Ala Moana, Rm 125 Honolulu, HI 96813	1	1250 Punchbowl Street Honolulu, HI 96813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Diamond Head Health Center 3627 Kilauea Ave Honolulu, HI 96816	3	1250 Punchbowl Street Honolulu, HI 96813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Hana Maui 5101 Uakea Rd. Hana, HI 96713	1	1250 Punchbowl Street Honolulu, HI 96813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Hanapepe Health Center 11-3756 Kaumualii Hwy Hanapepe, HI 96716	1	1250 Punchbowl Street Honolulu, HI 96813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Hansens 3650 Maunalei Ave Room 210 (Sinclair Building) Honolulu, HI 96816	1	1250 Punchbowl Street Honolulu, HI 96813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Hawaii County Comm. Mental Health Ctr 136 Kinoole Street Hilo, HI 96720 (Hawaii Community Health Center)	1	1250 Punchbowl Street Honolulu, HI 96813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Hawaii County Comm. Mental Health Ctr 37 Kekaulike St. Bsmt. Hilo, HI 96720	1	1250 Punchbowl Street Honolulu, HI 96813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Honokaa Health Center 45-3380 Mamane Street Honokaa, HI 96727 (Honokaa State Office Bldg)	1	1250 Punchbowl Street Honolulu, HI 96813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Honokaa Mental Health Center 45-3380 Mamane Street Honokaa, HI 96727	1	1250 Punchbowl Street Honolulu, HI 96813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Kailua Family Guidance Center 42-477 Kalaniana'ole Hwy Kailua, HI 96734	1	1250 Punchbowl Street Honolulu, HI 96813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

T-1	Kalihi-Palama Fam. Guidance Ctr2045 Kam IV Rd. Comp Rm.Honolulu, HI 96819	1	1250 Punchbowl StreetHonolulu, HI 96813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Kapaa Health Center 4491 Kou Street Kapaa, HI 96746	1	1250 Punchbowl Street Honolulu, HI 96813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Kau Comm. Mental Health Center 219-B Kaaeniki Rd. Naalehu, HI 96772	1	1250 Punchbowl Street Honolulu, HI 96813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Kauai Comm. Mental Health Center 3-3212 Kuhio Highway, 1st Flr Lihue, HI 96766	2	1250 Punchbowl Street Honolulu, HI 96813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Kealakekua Health Office 81-980 Halekii Suite 103 Kealakekua Business Plaza Kailua-Kona, HI 96750	1	1250 Punchbowl Street Honolulu, HI 96813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Kohala Health Center 54-3900 Akone Pule Hwy Kapaa, HI 96755 (N Kohala State Office Bldg)	1	1250 Punchbowl Street Honolulu, HI 96813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Kona Comm. Mental Health Center 79-1020 Haukapila Road Room 203 Keakealani State Office Building Kealakekua, HI 96750	3	1250 Punchbowl Street Honolulu, HI 96813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Kona Health Center 79-1015 Haukapila Street Kealakekua, HI 96750	1	1250 Punchbowl Street Honolulu, HI 96813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Lanai Hospital 628 7th Ave Lanai City, 96763	1	1250 Punchbowl Street Honolulu, HI 96813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Lanikila Health Center 1700 Lanikila Ave 2nd Floor Honolulu, HI 96817	2	1250 Punchbowl Street Honolulu, HI 96813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Leeward Health Center 860 Fourth Ave Pearl City, HI 96782	2	1250 Punchbowl Street Honolulu, HI 96813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

T-1	Molokai Health Center 65 Makaena St. RM 107 Kaunakakai, HI 96748 (Kaunakakai Civic Center)	1	1250 Punchbowl Street Honolulu, HI 96813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Naalehu Health Center 95-5669 Mamalahoa Hwy Naalehu, HI	1	1250 Punchbowl Street Honolulu, HI 96813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Puna Comm. Mental Health Center 15-2866 Government Main Rd Suite 201 Pahoa, HI 96778 (Pahoa Town Center, Bldg E)	1	1250 Punchbowl Street Honolulu, HI 96813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	STD/AIDS 3675 Kilauea Ave Honolulu, HI 96816	1	1250 Punchbowl Street Honolulu, HI 96813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	STD/AIDS 728 Sunset Ave Honolulu, HI 96816	1	1250 Punchbowl Street Honolulu, HI 96813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Wahiawa Comm. Mental Health Center 910 California Ave. Ste 119 Wahiawa, HI 96786 (Wahiawa Clinic)	1	1250 Punchbowl Street Honolulu, HI 96813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Wailuku Health Center 121 Mahalani Street Main Building Wailuku, HI 96793	2	1250 Punchbowl Street Honolulu, HI 96813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Windward Health Center 45-691 Keaahala Road Windward Comprehensive Health Center Kaneohe, HI 96744	2	1250 Punchbowl Street Honolulu, HI 96813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Hawaii Pacific Health 55 Merchant Street 26th Floor Honolulu, HI 96813	4	2424 Maile Way Saunders 713 Honolulu, HI 96822	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

T-1	Hui Malama Ola Na Oiwi: Admin & Health Enhancement 69 Railroad Ave Suite A-3 Hilo, HI 96720	1	2424 Maile Way Saunders 713 Honolulu, HI 96822	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Hui Malama Ola Na Oiwi: Hilo 45 Mohouli St Hilo, HI 96720	1	2424 Maile Way Saunders 713 Honolulu, HI 96822	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Hui Malama Ola Na Oiwi: Kona 82-6127 Mamalahoa Hwy Captain Cook, HI 96740	1	2424 Maile Way Saunders 713 Honolulu, HI 96822	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Hui Malama Ola Na Oiwi: Naalehu 25 Mamalahoa Hwy A Hilo, HI 96772	1	2424 Maile Way Saunders 713 Honolulu, HI 96822	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Hui Malama Ola Na Oiwi: Pahoa 15-2874 Old Pahoa Rd Pahoa, HI 96778	1	2424 Maile Way Saunders 713 Honolulu, HI 96822	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Hui Malama Ola Na Oiwi: Waimea 64-1035 Mamalahoa Hwy Suite G Kamuela, HI 96743	1	2424 Maile Way Saunders 713 Honolulu, HI 96822	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Kauai Comm. Health Ctr.- Kapaa 4800-D Kawaihau Road Kapaa, HI 96746	1	2424 Maile Way Saunders 713 Honolulu, HI 96822	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Keeau Family Health Center 16-192 Pilimua Street Keeau, HI 96749	4	2424 Maile Way Saunders 713 Honolulu, HI 96822	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Koolauloa Health and Wellness Ctr. - Hauula 56-316 Kamehameha Hwy #7 Kahuku, HI 96731	1	2424 Maile Way Saunders 713 Honolulu, HI 96822	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Koolauloa Health and Wellness Ctr. - Kahuku 56-119 Kamehameha Hwy Kahuku, HI 96731	1	2424 Maile Way Saunders 713 Honolulu, HI 96822	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

T-1	Leahi Hospital 3675 Kilauea Ave Honolulu, HI 96816	4	2424 Maile Way Saunders 713 Honolulu, HI 96822	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Leahi Hospital 3675 Kilauea Ave Honolulu, HI 96816	1	1151 Punchbowl Street Honolulu HI 96813 Kalanimoku Building						
T-1	Pahoa Family Health Center 15-2866 Government Road Pahoa, HI 96778	2	2424 Maile Way Saunders 713 Honolulu, HI 96822	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Hilo Family Health Center 1178 Kinoole Street, Building B Hilo, HI 96720	4	2424 Maile Way Saunders 713 Honolulu, HI 96822	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Kau Family Health Center 95-5583 Mamalahoa Road Naalehu, HI 96772	2	2424 Maile Way Saunders 713 Honolulu, HI 96822	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Kauai Comm. Health Ctr.- Waimea 4643-B Waimea Canyon Drive Waimea, HI 96796	1	2424 Maile Way Saunders 713 Honolulu, HI 96822	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Kinau Hale 1250 Punchbowl Street Honolulu, HI 96813	4	2424 Maile Way Saunders 713 Honolulu, HI 96822	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	North Hawaii Comm. Hospital 67-1125 Mamalahoa Highway Kamuela, HI 96743	1	2424 Maile Way Saunders 713 Honolulu, HI 96822	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Physicians Center at Mililani 95-390 Kuahelani Ave Mililani, HI 96789	2	2424 Maile Way Saunders 713 Honolulu, HI 96822	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	VA Pac. Island Health Care System 459 Paterson Rd. Honolulu, HI 96819	1	2424 Maile Way Saunders 713 Honolulu, HI 96822	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Hale Hoola Hamakua 45-547 Plumeria Street Honoka'a, HI 96727	1	3675 Kilauea Ave Honolulu, HI 96816	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Hilo Medical Center 1190 Waianuenu Ave Hilo, HI 96720	4	3675 Kilauea Ave Honolulu, HI 96816	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

T-1	Kahuku Hospital 54-117 Pualalea St. Kahuku, HI 96731	3	3675 Kilauea Ave Honolulu, HI 96816	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Kau Hospital 1 Kamani Street Pahala, HI 96777	1	3675 Kilauea Ave Honolulu, HI 96816	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Kauai Veterans Memorial Hospital 4643 Waimea Canyon Road Waimea, HI 96796	3	3675 Kilauea Ave Honolulu, HI 96816	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Kohala Hospital 54-383 Hospital Road Kapaau, HI 96755	1	3675 Kilauea Ave Honolulu, HI 96816	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Kona Community Hospital 79-1019 Haukapila Street Kealahou, HI 96750	3	3675 Kilauea Ave Honolulu, HI 96816	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Kula Hospital 204 Kula Hwy Kula, HI 96793	1	3675 Kilauea Ave Honolulu, HI 96816	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Lanai Community Hospital 628 Seventh Street Lanai City, HI 96763	1	3675 Kilauea Ave Honolulu, HI 96816	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Maluhia Hospital 1027 Hala Drive Honolulu, HI 96817	1	3675 Kilauea Ave Honolulu, HI 96816	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Maui Memorial Medical Center 221 Mahalani Street Wailuku, HI 96793	6	3675 Kilauea Ave Honolulu, HI 96816	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Samuel Mahelona Memorial Hospital 4800 Kawaihau Road Kapaa, HI 96746	1	3675 Kilauea Ave Honolulu, HI 96816	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	West Kauai Clinic - Kalaheo 4489 Papalina Rd Kalaheo, HI 96741	1	3675 Kilauea Ave Honolulu, HI 96816	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

T-1	West Kauai Clinic - Port Allen 4353 Waialo Rd Eleele, HI 96705	1	3675 Kilauea Ave Honolulu, HI 96816	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	West Kauai Clinic - Waimea 4643-B Waimea Canyon Dr Waimea, HI 96796	1	3675 Kilauea Ave Honolulu, HI 96816	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Halawa Community Correctional Center 99-902 Moanalua Rd Aiea, Hawaii 96701	2	919 Ala Moana Blvd Suite 406 Honolulu, HI 96814	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Hale Nani 3200 Kanoelehua Ave Hilo, HI 96720	1	919 Ala Moana Blvd Suite 406 Honolulu, HI 96814	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Hawaii Community Correctional Center 60 Punahale St Hilo, HI 96720	1	919 Ala Moana Blvd Suite 406 Honolulu, HI 96814	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Kauai Community Correctional Center 5350 Kuhio Hwy Lihue, HI 96766	1	919 Ala Moana Blvd Suite 406 Honolulu, HI 96814	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Oahu Community Correctional Center 2199 Kamehameha Hwy Honolulu, HI 96819	2	919 Ala Moana Blvd Suite 406 Honolulu, HI 96814	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Waiawa Community Correctional Center 94-560 Kamehameha Hwy Waipahu, HI 96797	1	919 Ala Moana Blvd Suite 406 Honolulu, HI 96814	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1	Women's Community Correctional Center 42-477 Kalaniana'ole Hwy Kailua, HI 96734	1	919 Ala Moana Blvd Suite 406 Honolulu, HI 96814	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Summary of Cost Proposal						Grand Total	\$ -	\$ -	\$ -

Please note the pricing must include all components and provide an RJ-45 interface at each location.

7.1.4. Bid Form – Part 2

Telecommunications Services – Internet Services Part 2 Bid Form								
			a	b	c	(b+c) x12	a+((b+c) x12)	(b+c) x36
Item	Qty.	To	One-Time Installation Charge	Monthly Recurring Charge (1-Month)	Taxes and Surcharges	Total Unit MRC (12-Month)	Total MRC and Installation (12-Month)	MRC for 3 yrs. (MRCx36 Mon)
T-1 / Internet	4	TIPG NOC 2424 Maile Way Saunders 713 Honolulu, HI 96822				\$ -	\$ -	\$ -

7.1.5. Bid Form – Part 3

Telecommunications Services – Internet Services Part 3 Bid Form:								
			a	b	c	(b+c) x12	a+((b+c) x12)	(b+c) x36
Item	Qty.	To	One-Time Installation Charge	Monthly Recurring Charge (1-Month)	Taxes and Surcharges	Total Unit MRC (12-Month)	Total MRC and Installation (12-Month)	MRC for 3 yrs. (MRCx36 Mon)
10 Mbps Ethernet Internet Service	1	TIPG NOC 2424 Maile Way, Saunders 713 Honolulu, HI 96822				\$ -	\$ -	\$ -

7.1.8. Bid Form – Part 6

**Network Installation Management Services (NIMS)
Part 6 Bid Form:**

This section is to establish pricing for the Network Installation Management Service (NIMS) of the PBDN network. The NIMS Contract shall be based on an overall percentage of the PBDN Network costs including network equipment and services.

Bidders shall provide pricing to up to 2 decimal points. For example a 15% proposal should be reflected at 0.15. Proposers shall complete this bid form with a percentage of the total network costs. The equipment and network services could be funded from around \$0 to \$5.5 million dollars. Strictly for evaluation purposes the cost will be determined based on \$1 million dollars.

The Bidder must agree that prices offered for the service will be available for 3-years with an option for two more years. All services to be delivered to RCUH shall include any and all taxes.

The Proposer of the NIMS service shall not bid on any other sections of this RFP, nor shall the proposer bid on any future RFPs related to the equipment and services of the PBDN Network.

NIMS SERVICE BID	Bidder Fills Out
	Percentage of Equipment + Network Service Costs to cover NIMS
Network Installation and Management Services as defined in RFP. This <u>percentage</u> figure will be used to determine actual cost of NIMS	%
Strictly for evaluation purposes cost will be determined by multiplying the bidders decimal figure times \$1,000,000.	\$ 1,000,000.00
Total	

7.1.9. Bid Form – Part 7

**Fiber Premise Cabling
Part 7 Bid Form:**

Part 7, Section C - Cost Proposal

Using this form, the Bidder is to provide the proposed pricing for the Fiber Premise Cabling portion of this RFP. The total cost of proposed is to be itemized with sections for materials, shipping, labor and all applicable taxes per site.

Maui Memorial Medical Center

Equipment, Materials and Supplies

Shipping

Labor
Tax

Total

\$	-

Kula Hospital

Equipment, Materials and Supplies

Shipping

Labor
Tax

Total

\$	-

7.1.10. Bid Form – Part 8

Telecommunications Services 10Mbps Point-to-Point Ethernet Link \ Part 8 Bid Form									
				a	b	c	(b+c) x12	a+((b+c) x12)	(b+c) x36
Item	Qty.	From	To	One-Time Installation Charge	Monthly Recurring Charge (1-Month)	Taxes and Surcharges	Total Unit MRC (12-Month)	Total MRC and Installation (12-Month)	MRC for 3 yrs. (MRCx36 Mon)
10 Mbps Pt-to-Pt Ethernet Link	1	Molokai General Hospital 280 Homeolu Place Kaunakakai, HI 96748	Queen's Medical Center 1301 Punchbowl St. Honolulu, HI 96819				\$ -	\$ -	\$ -

7.1.11. Bid Form – Part 9

Telecommunications Services 25Mbps Point-to-Point Ethernet Free Space Optical Link Part 9 Bid Form									
				a	b	c	(b+c) x12	a+((b+c) x12)	(b+c) x36
Item	Qty.	From	To	One-Time Installation Charge	Monthly Recurring Charge (1-Month)	Taxes and Surcharges	Total Unit MRC (12-Month)	Total MRC and Installation (12-Month)	MRC for 3 yrs. (MRCx36 Mon)
25 Mbps Pt-to-Pt Ethernet Free Space Optical Link	1	TIPG NOC 2424 Maile Way Saunders 713 Honolulu, HI 96822	Hawaii Pacific Health 55 Merchant Street, 26th Floor Honolulu, HI 96813				\$ -	\$ -	\$ -

7.1.12. Bid Form – Part 10

DS-3 Frame Relay Host Circuit Part 10 Bid Form				a	b	c	(b+c) x12	a+((b+c) x12)	(b+c) x36
Item	From	Qty.	To	One-Time Installation Charge	Monthly Recurring Charge (1-Month)	Taxes and Surcharges	Total Unit MRC (12- Month)	Total MRC and Installation (12-Month)	MRC for 3 yrs. (MRCx36 Mon)
DS 3	Diamond Head Health Center 3627 Kilauea Ave Honolulu, HI 96816	1	1250 Punchbowl Street Honolulu, HI 96813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

7.2. Appendix B: The Research Corporation of the University of Hawaii (RCUH) General Terms and Conditions

Appendix B: RCUH General Conditions

1. COORDINATION OF SERVICES BY THE STATE

RCUH, or RCUH's designee, shall coordinate the services to be provided by the Contractor in order to complete the Project. The Contractor shall maintain communications with RCUH, or RCUH designee, at all stages of the Contractor's work, and submit to RCUH or RCUH designee, for resolution, any questions which may arise as to the performance of this Agreement

2. RELATIONSHIP OF PARTIES, INDEPENDENT CONTRACTOR STATUS AND RESPONSIBILITIES, INCLUDING TAX RESPONSIBILITIES

- a. In the performance of services required under this Agreement, the Contractor shall be an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Agreement; however, RCUH shall have a general right to inspect work in progress to determine whether in RCUH's opinion, the services are being performed by the Contractor in accordance with the provisions of this Agreement. It is understood that RCUH does not agree to use the Contractor exclusively, and that the Contractor is free to contract to provide services to other individuals or entities while under contract to RCUH.
- b. The Contractor and the Contractor's employees and agents, shall not be considered agents or employees of RCUH for any purpose, and the Contractor's employees and agents shall not be entitled to claim or receive from the RCUH any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to RCUH employees.
- c. The Contractor shall be responsible for the accuracy, completeness, and adequacy of its performance under this Agreement. Furthermore, the Contractor intentionally, voluntarily, and knowingly assumes the sole and entire liability (if such liability is determined to exist) to the Contractor's employees and agents, and to any individual not a party to this Agreement, for all loss, damage, or injury caused by the Contractor or the Contractor's employees or agents in the course of their employment.
- d. The Contractor shall be responsible for payment of all applicable federal, state and county taxes and fees which may become due and owing by the Contractor by reason of this Agreement, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The Contractor is further responsible for obtaining all licenses, permits, and certificates that may be required by reason of this Agreement, including but not limited to a general excise tax license from the State of Hawaii Department of Taxation.
- e. The Contractor shall be responsible for securing any and all insurance coverage for the Contractor and the Contractor's employees and agents which is or may be required by law during the pendency of this Agreement. The Contractor shall further be responsible for payment of all premiums, costs, and other liabilities associated with securing said insurance coverage.

3. PERSONNEL REQUIREMENTS

- a. The Contractor shall secure, at the Contractor's own expense, all personnel required to perform the services required by this Agreement.
- b. The Contractor shall ensure that the Contractor's employees or agents are experienced and fully qualified to engage in the activities and services required under this Agreement, and that all applicable licensing and operating requirements imposed or required under federal, state or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. NONDISCRIMINATION

No person performing work under this Agreement, including any subcontractor, employee or agent of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. SUBCONTRACTS AND ASSIGNMENTS

The Contractor shall not assign or subcontract any of the Contractor's duties, obligations, or interests under this Agreement without the prior written consent of RCUH. Additionally, no assignment by the Contractor of the Contractor's right to compensation under this Agreement shall be effective unless and until the assignment is approved by RCUH.

6. CONFLICT OF INTEREST

The Contractor represents that neither the Contractor, nor any employee or agent of the Contractor, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, which would or might conflict in any manner or degree with the performance of the Contractor's services under this Agreement.

7. MODIFICATIONS OF AGREEMENT

Any modification, alteration, amendment, change, or extension to any term, provision, or condition of this Agreement shall be made only by written amendment to this Agreement, signed by the Contractor and RCUH.

8. SUSPENSIONS AND TERMINATION OF AGREEMENT

- a. Suspensions and Termination of Agreement: The established contract shall not incorporate a termination liability agreement. There shall be no penalties to RCUH for early termination of services. During the period of the contract, RCUH may elect to continue service or terminate the service at any time without penalty. In the event of termination, RCUH shall pay only a pro-rated share for the month that the service is terminated in. The termination will be preceded with a 7-day notice of termination from RCUH.
- b. RCUH reserves the right at any time and for any reason to suspend this Agreement for any reasonable period, upon written notice to the Contractor. Upon receipt of said notice the Contractor shall immediately comply with said notice and suspend all work under this Agreement at the time stated.
- c. If, for any cause, the Contractor breaches this Agreement by failing to satisfactorily fulfill in a timely or proper manner the Contractor's obligations under this Agreement or by failing to perform any of the promises, terms, or conditions of this Agreement, and having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time specified by the RCUH, the RCUH shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination at least seven (7) calendar days before the effective date of such terminating. Furthermore, RCUH may terminate this Agreement without statement of cause at any time by giving written notice to the Contractor of such termination at least thirty (30) calendar days before the effective date of such termination.
- d. Upon termination of this Agreement, the Contractor shall, within four (4) weeks of the effective date of such termination, compile and submit in an orderly manner to RCUH an accounting of the work performed up to the effective date of termination. In such event, the Contractor shall be paid for the actual cost of the services rendered, but in no event more than the total compensation payable to the Contractor under this Agreement.
- e. In the event of termination of either type, or in the event of the scheduled expiration of the time of performance specified in this Agreement, all finished or unfinished material prepared by the Contractor shall, at RCUH's option, become RCUH's property and, together with all material, if any, provided to the Contractor by RCUH, shall be delivered and surrendered to RCUH on or before the expiration date or date of termination. For the purposes of this Agreement, "material" includes, but is not limited to any information, data, reports, summaries, tables, maps, charts, photographs, films, graphs, studies, recommendations, program concepts, titles, scripts, working papers, files, models, audiotapes, videotapes, computer tapes, cassettes, diskettes, documents, and records developed, prepared, or conceived by the Contractor in connection with this Agreement, or furnished to the Contractor by RCUH. The terms do not include records which are maintained by RCUH solely for the Contractor's own use and which have only an ancillary relationship to the services provided under this Agreement.

- f. If this Agreement is terminated for cause, the Contractor shall not be relieved of liability to RCUH for damages sustained because of any breach by the Contractor of this Agreement. In such event, RCUH may retain any amounts which may be due and owing to the Contractor until such time as the exact amount of damages due to the RCUH from the Contractor has been determined. RCUH may also set off any damages so determined against the amounts retained.

9. COMPLIANCE WITH LAWS

The Contractor shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be from time to time, which in any way affect the Contractor's performance of this Agreement.

10. INDEMNIFICATION AND DEFENSE

The Contractor shall defend, indemnify, and save harmless RCUH, its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the malicious, reckless, or negligent acts or omissions of the Contractor or the Contractor's employees, officers, agents, or subcontractors occurring during or in connection with the performance of the Contractor's services under this Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.

11. DISPUTES

No dispute arising under this Agreement may be sued upon by the Contractor until after the Contractor's written request to RCUH to informally resolve the dispute is rejected, or until ninety (90) calendar days after RCUH's receipt of the Contractor's written request whichever comes first. While RCUH considers the Contractor's written request, the Contractor agrees to proceed diligently with the provision of services necessary to complete the Project.

12. CONFIDENTIALITY OF MATERIAL

- a. Any material given to or made available to the Contractor by virtue of this Agreement, which is identified as proprietary or confidential information, will be safeguarded by the Contractor and shall not be disclosed to any individual or organization without the prior written approval of RCUH.
- b. All information, data, or other material provided by the Contractor to RCUH shall be kept confidential only to the extent permitted by law.

13. OWNERSHIP RIGHTS AND COPYRIGHT

RCUH shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the Contractor pursuant to this Agreement, and all such material shall be considered "works made for hire." All such material shall be delivered to the RCUH upon expiration or termination of this Agreement. RCUH, at its discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the Contractor pursuant to this Agreement. The Contractor, however, reserves the right to use thereafter any ideas and techniques that may be developed during the performance of this Agreement.

14. PUBLICITY

The Contractor shall not refer to RCUH, or any project, office, agency, or officer thereof, or to the services provided pursuant to this Agreement, in any of the Contractor's brochures, advertisements, or other publicity of the Contractor. All media contacts to the Contractor about this Agreement shall be referred to RCUH.

15. PAYMENT PROCEDURES, FINAL PAYMENT. TAX CLEARANCE

All payments under this Agreement shall be made only upon submission by Contractor of original invoices specifying the amount due and certifying that services requested under this Agreement have been performed by Contractor according to the Agreement. For contracts of \$25,000 or more final payment under this Agreement shall be subject to Section 103-53, Hawaii Revised Statutes, which requires an original tax clearance from the State of Hawaii Director of Taxation and the Internal Revenue Service stating that all delinquent taxes, if any, levied or accrued against the Contractor have been paid.

16. CONTRACT NOT BINDING UNLESS TAX CLEARANCE

In addition to tax clearance prior to final payment, the Contractor is required to obtain an original tax clearance from the Internal Revenue Service and the State of Hawaii Department of Taxation prior to execution of this contract if the contract is \$25,000 or more, less the contract is deemed non-binding.

17. GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.

18. NOTICES

Any written notice required to be given by a party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid, to RCUH at its address and to the Contractor at its address as indicated in this Agreement. A notice shall be deemed to have been received by the recipient three (3) days after mailing or at the time of actual receipt, whichever is earlier.

19. SEVERABILITY

In the event that any provision of this Agreement is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement.