

**The Research Corporation of the University of Hawaii (RCUH)
On behalf of the
University of Hawaii
Telecommunications and Social Informatics Research Program (UH TASI)**

REQUEST FOR QUOTATION

For
Systems Security

RFQ: APCD-Systems-Security-2016-01

December 20, 2016

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I Nature of Request

The Research Corporation of the University of Hawaii (RCUH) for the benefit of Telecommunications and Social Informatics (TASI) Research Program of the Social Science Research Institute (SSRI), of the University of Hawaii at Manoa (UHM) is issuing this competitive Request for Quotation (RFQ) to obtain pricing for the purchase of security systems and support and maintenance for the All Payer Claims Database (APCD) project and email security virtual appliance for UH TASI.

Upon receiving quotations, the UH TASI intends to issue a purchaser order to the lowest responsible bidder that meets the minimum requirement specified in this RFQ. UH TASI may purchase all, individual or a combination of the parts of this RFQ.

II Existing Infrastructure

This is to support the existing APCD and UH TASI infrastructure.

III Requirements

The following are the minimum requirements for services. RCUH reserves the right to increase or decrease the quantity of items ordered. However it is estimated that the purchase will include:

- (1) Cisco Email Security Appliance Premium Subscription (ESA-ESP-LIC=)
- (1) ASA Firewall Hardware (ASA5516-FPWR-BUN) with FirePOWER Management Center software with upgrades
- (1) Advanced malware protection end point for 3-year

A. (Qty: 1) Email Security Appliance with the following minimum specifications:

- a. Premium Subscription – Anti-Spam, Anti-Virus, Outbreak Fileters, Data Loss Prevention, Encryption
- b. ESA Premium SW Bundle (AS, AV, OF, DLP, ENC) License (ESA-ESP-LIC=)
- c. Premium SW Bundle (AS+OF=ENC_DLP) 3 YR Lic, 100-199 Users (ESA-ESP-3Y-S1)

B. (Qty: 1) ASA Firewall Hardware (ASA5516-FPWR-BUN) with IPS, AMP and URL License, FirePOWER Manager Center (Virtual Machine) 2 device

1. ASA 5516-X with FirePOWER Svcs. Chassis, Subs, FireSight Mgr (ASA5516-FPWR-BUN)
 - a. ASA 5516-X with FirePOWER services, 8GE, AC, 3DES/AES (ASA5516-FPWR-K9)
 - b. AC Power Cord (North America), C13, NEMA 5-15P, 2.1m (CAB-AC)
 - c. ASA 9.6 Software image for ASA 5506/5508/5516 series (SF-ASA-K-9.6-K8)
 - d. Cisco FirePOWER Software v5.4.1 for ASA 5500-X (SF-ASA-FP5.4.1-K9)

- e. Cisco ASA5516 Control License (ASA5516-CTRL-LIC)
 - f. ASA 5516-X SSD (ASA5516-SSD)
 - g. ASA 5500 Strong Encryption License (3DES/AES) (ASA5500-ENCR-K9)
 - h. Cisco ASA5516 FirePOWER IPS, AMP and URL Licenses (L-ASA5516-TAMC=)
 - i. Cisco Firepower Management Center,(VMWare) for 2 devices (FS-VMW-2-SW-K9)
- 2. SMARNET Service for ASA5516-X Hardware and FirePOWER Management Center Software with Upgrades 3 Years
 - a. SNTC-8X5XNBD ASA 5516-X with FirePOWER services, 8GE (CON-SNT-ASA556F9)
 - b. SW APP SUPP + UPGR Cisco FireSIGHT Mana (CON-SAU-VMWSW2)
 - 3. ASA5516 FirePOWER 3 Year Softare Subscription with IPS, AMP and URL
 - a. Cisco ASA5516 FirePOWER IPS, AMP and URL 3YR Subs (L-ASA5516-TAMC-3Y)
- C. Advanced Malware Protection End Point 100-499 Nodes
 - 1. Advanced Malware Protection End Point 3 Year License
 - a. Cisco Advanced Malware Protection Service License (FP-AMP-LIC=)
 - b. Cisco Advanced Malware Protection 3YR, 100-499 Nodes (FP-AMP-3Y-S2)

IV Bid Requirements

- A. Bidder Requirement
Bidder must be in business for at least 5 years.
- B. Delivery Requirement
Delivery required within 2 weeks after receipt of order
- C. Technical Requirement
Provide detailed specifications of the hardware and / or software components, **integration documentation**, licenses, etc. **If any of the features listed in the provided documentation require a separate or additional license cost or fee, it should be clearly identified as an additional cost.*

D. Product Information

Bidder must provide brand names, model numbers, and data sheets for all proposed equipment if other than listed above.

All proposed pricing shall include all applicable taxes and shipping/handling charges to:

**University of Hawaii
UH TASI Research Program
Attn: Gingerlei Porter
2424 Maile Way, #713
Honolulu, HI 96822.**

E. Price Quotation

The Bidder shall submit a price quotation on the Bidder's letterhead for the items and quantities estimated for the initial purchase. Each item shall be submitted as a separate line item. Pricing in quotation shall also include all applicable taxes and shipping/handling charges as listed above. Any optional items or accessories must be submitted on a separate price quotation.

F. Pricing

Proposed pricing shall be valid until 06/30/2017.

V General Conditions

A. Schedule of Key Date

The schedule of key dates set forth herein represents the best estimate of the schedule that will be followed. Any of the dates listed below may be changed at any time at the sole discretion of the RCUH.

1. RFQ Issued: December 20, 2016
2. Receipt of Questions: December 23, 2016 12:00 pm HST
3. Posting of Responses to Written Questions: December 26, 2016 4:30 pm HST

4. **Closing Date/Time for Receipt of Bids; any bid received after this date and time shall be rejected:**

December 30, 2016 12:00 pm HST

B. RFQ Clarifications and Questions

Any explanation desired by a Bidder regarding the meaning or interpretation of the RFQ, drawings, specifications, etc., shall be submitted in writing by the schedule deadline above. Oral explanations of instructions given before the award of the contract shall not be binding. Responses to all written questions shall be furnished to all prospective Bidders in writing as an amendment to the RFQ.

Any questions regarding this RFQ may be sent to tasiadmin@uhtasi.org. The subject of the email shall be "APCD-Systems-Security-2016-01 Questions".

C. Bid Preparation Costs

The Bidders are responsible for all risks and costs for preparing any bid in accordance with this RFQ. The UH TASI shall not be responsible for any costs for the preparation of a bid in response to this RFQ.

D. RFQ Amendments

The RCUH reserves the right to amend this RFQ any time prior to the closing date of this RFQ. The RCUH reserves the right to cancel this RFQ at any time for any reason at no cost to the RCUH.

E. Submission of Bids

1. Bids shall be submitted electronically to the UH TASI by email to: tasiadmin@uhtasi.org
2. Subject of the message shall be "APCD-Systems-Security-2016-01 Submission"
3. Bids shall be submitted in Microsoft Word, Microsoft Excel, or PDF format.

F. RFQ Submittals Become Property of the RCUH

All bids and other material submitted become the property of the RCUH and may be returned only at the RCUH's option.

G. Evaluation of Bid

All bid(s) will be subject to evaluation by UH TASI for the purpose of selecting the bid, which most closely meets the requirements and needs of UH TASI **based on the price of the proposal.**

The evaluation of bids received in response to the RFQ will be conducted comprehensively, fairly, and impartially by a committee of technical staff appointed by the Telecommunications and Social Informatics Research Program. All bids must meet the minimum technical requirements specified in this proposal.

The selection committee may require additional written information from, or conduct discussions with bidders in order to get a better understanding of their bids. Bids may also be determined to be acceptable without such discussions.

H. Disqualification of Bids

The RCUH reserves the right to consider as acceptable only those bids submitted in accordance with all requirements set forth in this RFQ. Any bid offering any other set of terms and conditions contradictory to those included in this RFQ may be disqualified without further notice.

A Bidder shall be disqualified and the bid automatically rejected for any one or more of the following reasons:

1. The bid shows any noncompliance with applicable law.
2. The bid is conditional, incomplete, or irregular in such a way as to make the bid indefinite or ambiguous as to its meaning.
3. The bid has any provision reserving the right to accept or reject award, or to enter in a contract pursuant to an award, or provisions contrary to those required in the solicitation.
4. The Bidder is debarred or suspended.

I. Selection on Initial Bids

The RCUH may select a Contractor on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Bidder's best terms.

J. Availability of Funds

Bidders are advised that entering into an Agreement for Services is contingent upon availability of funds. If funds are not available, the RCUH reserves the right not to enter into an agreement.

K. References

Bidder must provide 3 references whom they have provided similar services for. RCUH reserves the right to contact any references and to reject a bid submitted by any bidder whose performance on other projects has been unsatisfactory.

L. Withdrawal of Bids

Any bidder may withdraw its bid, either personally or by written request, at any time before opening of the bids, provided that such notification is received by UH TASI before the date of the opening of the bids. Negligence on the part of the Bidder in preparing its bid confers no right of withdrawal or modification of the bid after such bid has been opened.

M. Addendum to RFQ

All changes or additions made to this RFQ will be immediately distributed to all applicants who have expressed their intent to submit a response to the RFQ. Failure to receive any such addenda will not constitute grounds for the applicant to claim grievance or to invalidate the RFQ process.

N. Brand Name or Equal

(As used, the term "brand name" includes identification of products by make and model).

1. If the terms called for by this Request For Quotation have been identified in the schedule by the "brand name" description, such identification 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 UH TASI to fully meet the salient characteristic requirements listed in this invitation.
2. Unless the Bidder clearly indicates in his bid that he is offering an "equal" product, his bid shall be considered as offering a brand name product referenced in the Request For Quotation.
 - a. If the Bidder proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the Request For Quotation, or such product shall be otherwise clearly identified in the Bid. The Evaluation of bids and the determination as to equality of the products offered shall be the responsibility of UH TASI, and will be based on information furnished by the Bidder or identified in his Bid as well as other information reasonably available to the purchasing activity.

3. Any proposed substitutions of brand name products must be approved before bid submittal. UH TASI's determination shall be final. Product brochures, technical specifications, and datasheets must be provided.
- O. **Payments**
Payment will be made within 30 days of receipt of invoice following the satisfactory receipt of equipment.
 - P. **RCUH General Terms and Conditions**
The work will be performed under the RCUH general terms and conditions (Appendix A).

APPENDIX A

RCUH GENERAL CONDITIONS

I COORDINATION OF SERVICES BY THE STATE

- A. 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

II 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 Hawai'i 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.

III 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.

IV NONDISCRIMINATION

- A. 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.

V SUBCONTRACTS AND ASSIGNMENTS

- A. 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.

VI CONFLICT OF INTEREST

- A. 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.

VII MODIFICATIONS OF AGREEMENT

- A. 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.

VIII SUSPENSIONS AND TERMINATION OF AGREEMENT

- A. 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.

- B. 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.
- C. 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.
- D. 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.
- E. 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.

IX COMPLIANCE WITH LAWS

- A. 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.

X INDEMNIFICATION AND DEFENSE

- A. 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.

XI DISPUTES

- A. 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.

XII 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.

XIII OWNERSHIP RIGHTS AND COPYRIGHT

- A. 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.

XIV PUBLICITY

- A. 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.

XV PAYMENT PROCEDURES, FINAL PAYMENT. TAX CLEARANCE

- A. 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. Final payment under this Agreement shall be subject to Section 103-53, Hawai'i Revised Statutes, which requires an original tax clearance from the State of Hawai'i Director of Taxation and the Internal Revenue Service stating that all delinquent taxes, if any, levied or accrued against the Contractor have been paid.

XVI CONTRACT NOT BINDING UNLESS TAX CLEARANCE

- A. 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 Hawai'i Department of Taxation prior to execution of this contract, less the contract is deemed non-binding.

XVII GOVERNING LAW

- A. 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 Hawai'i. 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, Hawai'i.

XVIII NOTICES

- A. 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.

XIX SEVERABILITY

- A. 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.

XX WAIVER

- A. The failure of RCUH to insist upon the strict compliance with any term, provision or condition of this Agreement shall not constitute or be deemed to constitute a waiver or relinquishment of RCUH's right to enforce the same in accordance with this Agreement.

XXI FEDERAL PROVISIONS

- A. If federal funds are expended under this contract, the CONTRACTOR shall comply with the applicable provisions of Attachment 32a.