

REQUEST FOR PROPOSALS (RFP) NO. 17-0021
PROVIDE A SOFTWARE SOLUTION AND SERVICES FOR STUDENT
COMMUNICATION SYSTEM
FOR EARLY ALERT, CASE MANAGEMENT, AND ONLINE SCHEDULING
FOR THE
UNIVERSITY OF HAWAII COMMUNITY COLLEGES
UNIVERSITY OF HAWAII HILO
AND
UNIVERSITY OF HAWAII-WEST OAHU

OCTOBER, 2016

BOARD OF REGENTS
UNIVERSITY OF HAWAII
HONOLULU, HAWAII

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NOTICE TO OFFERORS

PROPOSAL FORMS for Request for Proposals (RFP) No. 17-0021, Provide a Software Solution and Services for Student Communication System for Early Alert, Case Management, and Online Scheduling for UH Community Colleges, UH Hilo, and UH-West Oahu will be available from and received in the OFFICE OF PROCUREMENT AND REAL PROPERTY MANAGEMENT, UNIVERSITY OF HAWAII, 1400 LOWER CAMPUS ROAD, ROOM 15, HONOLULU, HAWAII 96822, no later than **2:30 p.m., November 14, 2016**. Proposals received after the time and date fixed for submission will not be considered.

Vendors located outside the Island of Oahu, Hawaii, USA, may request a copy of the RFP to be sent via U.S. Postal Service by providing the vendor's name, address, contact person and telephone number. If express shipment is desired, requests must be submitted in writing with an account number, BILLABLE TO THE RECEIVER, and an authorized signature. Requests may be transmitted via facsimile, (808) 956-2093. Direct all questions to Bruce Isaacs, telephone (808) 956-8634, email: bisaacs@hawaii.edu.

David Lassner
President, University of Hawaii

Posting Date: October 14, 2016

Vendors downloading the RFP shall be responsible for notifying the Procurement Specialist, Bruce Isaacs (e-mail: bisaacs@hawaii.edu; fax: [808] 956-2093) so that the name, address, phone number, fax number, and e-mail address of the vendor can be listed on the University's register for the purpose of notification of any amendments to the RFP which are issued.

NOTICE TO OFFERORS

BUSINESS CLASSIFICATION CERTIFICATION STATEMENT

Vendors: Please complete the following information below. If you answer "No" to question No. 1, complete the certification portion and submit together with your bid document or quote.

(Terms used are taken from the Small Business Administration Rules and Regulations and the Federal Acquisition Regulation [FAR].) (Reference Section A on the reverse side of this form for Category Descriptions.)

This is to certify that the company identified below:

1. _____ IS a **small business** as defined in the Small Business Administration regulations.
(see reverse for size standards).

_____ **IS NOT** a small business as defined in the regulations.
(If you checked here, STOP, GO TO CERTIFICATION BELOW.)
2. _____ IS a **small disadvantaged business concern** and is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-NET).
3. _____ IS a **women-owned small business concern** of which at least 51% is owned, controlled, and managed by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women.
4. _____ IS a **HUBZone small business concern** that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
5. _____ IS a **veteran-owned small business concern** of which not less than 51 percent is owned, controlled and managed by one or more veterans; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more veterans.
6. _____ IS a **service-disabled veteran-owned small business concern** of which not less than 51 percent is owned, controlled and managed by one or more service-disabled veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans as defined in 38 U.S.C. 101 (16).

CERTIFICATION:

I hereby certify the information supplied herein to be true and correct.

Company Name: _____

Signature of Company Officer

Type of Goods/Services: _____

*NAICS Code: _____

Company Address: _____

Print Name: _____

Title: _____

Date: _____

Any misrepresentation shall be subject to the provisions stated in item B on the reverse side.

* North American Industry Classification System (NAICS)

A. "SMALL BUSINESS" SIZE STANDARDS FOR FEDERAL SUB-CONTRACTORS. Small business size is determined by the primary NAICS Code. See Title 13 CFR, Part 121 to determine your NAICS Code and the threshold for determining small business (revised as of January 1, 2004).

A "small business" is a concern including its affiliates, which is independently owned and operated. It is not dominant in the field of operations in which it is selling goods and services to a federal contractor. It meets the following size criteria for its particular industry:

1. CONSTRUCTION TRADES - "Small" if average annual receipts for preceding 3 years do not exceed \$12 million.
2. CONSTRUCTION, GENERAL CONTRACTORS - "Small" if average annual receipts for preceding 3 years do not exceed \$28.5 million.
3. MANUFACTURING - "Small" if 500 employees or less, except for some specific products which will increase the complement of employees to 750 and 1,000, respectively.
4. TRANSPORTATION - "Small" if average annual receipts for preceding 3 years do not exceed the amount shown for specific services:

\$21.5 million – general freight trucking, local.
\$3 million – travel agencies.
5. WHOLESALE TRADE, DURABLE AND NON-DURABLE GOODS - "Small" if 100 employees or less.
6. RETAIL TRADE - "Small" if average annual receipts for preceding 3 years do not exceed the amount shown for specific products:

\$6 million - lumber and building materials, paints, hardware.
7. SERVICES - "Small" if average annual receipts for preceding 3 years do not exceed the amount shown for specific services:
 - a. \$21 million – computer systems design services, custom computer programming services.
 - b. \$10.5 million - refuse collection, protective guard services.
 - c. \$14 million - janitorial services.
 - d. \$21.5 million - passenger car rental
 - e. \$21 million – office Machinery and equipment rental & leasing
 - f. \$6 million - general automobile repair, refrigeration & air conditioning.
8. ALL OTHER TYPES OF BUSINESS - "Small" if 500 employees or less.

Where firm sizes are determined by annual receipts, and the concern is less than 3 complete fiscal years old, its total receipts means for the period it has been in business, divided by the number of weeks, including fractions of a week, and multiplied by 52.

- B. Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall:
1. Be punished by imposition of fine, imprisonment, or both;
 2. Be subject to administrative remedies including suspension and debarment; and
 3. Be ineligible for participation in a program conducted under the authority of the Act.

SECTION 1 ADMINISTRATIVE OVERVIEW

1.1 INTRODUCTION

This is a Request for Proposals (RFP) issued by the University of Hawaii to solicit proposals from Offerors who wish to be considered to Provide a licensed, hosted Software Solution and Services for Communication System for Early Alert, Case Management, and Online Scheduling for the University of Hawaii Community Colleges, University of Hawaii Hilo, and University of Hawaii-West Oahu.

The overall objective of this RFP is to select ONE (1) contractor to assist the University in providing the most cost-effective efficient, Communication System for Early Alert, Case Management, and Online Scheduling. The selected contractor shall provide a licensed, hosted software solution that will:

- ▶ increase access for students
- ▶ improved efficiency of student support services,
- ▶ facilitate communication,
- ▶ provide a framework for intervention services,
- ▶ integrate with existing systems.

1.2 AUTHORITY

This Request for Proposals (RFP) is issued under the provisions of the Hawaii Revised Statutes, Chapters 103 and 103D. All prospective Contractors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective Contractor shall constitute admission of such knowledge on the part of such prospective Contractor.

1.3 RFP ORGANIZATION

This RFP is organized into the following sections:

Section 1, Administrative Overview -- Provides Offerors with general information on the objectives of this RFP, procurement schedule, and procurement overview.

Section 2, Scope of Work -- Provides Offerors with a general description of the tasks to be performed, delineates University and Contractor's responsibilities, and defines deliverables.

Section 3, Proposal Requirements -- Describes the required format and content for the Offeror's proposal.

Section 4, Criteria to Evaluate Proposals -- Describes how proposals will be evaluated by the University of Hawaii.

Section 5, Special Provisions -- Provides Offerors the terms and conditions under which the work will be performed.

1.4 SCHEDULE OF KEY DATES

The schedule of key dates set forth herein represents the University's 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 Director, Office of Procurement and Real Property Management:

RFP Advertised and Issued	<u>October 14, 2016</u>
Closing Date for Submission of Questions	<u>October 28, 2016</u>
University Response to Offeror's Questions	<u>November 4, 2016</u>
Closing Date for Receipt of Proposals	<u>November 14, 2016</u>
Proposal Review Period	<u>Nov. 15 – Dec. 2, 2016</u>
Contractor Selection and Award	<u>December 5, 2016</u>
Contract Start Date	<u>January 1, 2017</u> (Tentative)

1.5 SUBMISSION OF QUESTIONS

Offerors may submit questions in writing to the issuing officer, Bruce Isaacs, email bisaacs@hawaii.edu, or fax (808) 956-2093. The deadline for submission of written questions is 4:30 p.m., H.S.T. on **October 28, 2016**.

Offerors with technical questions regarding the work specifications may contact the Technical Representative, Gordon Furuto at (808) 956-5980 or email gfuruto@hawaii.edu.

1.6 SUBMISSION OF PROPOSALS

Offerors shall submit a proposal packet consisting of ONE (1) original proposal, ONE (1) additional hard copy, and ONE (1) separate CD of the proposal.

Offerors shall provide a complete response to **all** requirements stated in the RFP including but not limited to a complete response to each of the numbered questions/requirements listed herein. Incomplete proposals may be subject to lower ratings and disqualification. Offerors shall be concise in responding to the requirements. CD shall contain the same information as the hard copy proposals, including all attachments, which may be saved as separate files in the CD.

Proposals shall be received by the Office of Procurement and Real Property Management, University of Hawaii:

No later than 2:30 p.m., H.S.T., November 14 , 2016.

Proposals shall be mailed or delivered with the outside cover of the package containing the proposal marked:

Office of Procurement and Real Property Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822
RFP No. 17-0021, Provide Software and Services for Communication System for Early Alert, Case Management, and Online Scheduling for University of Hawaii Community Colleges, University of Hawaii Hilo, and University of Hawaii-West Oahu
(Name of Offeror)

Any proposal received after this date and time shall be rejected.

1.7 COSTS FOR PROPOSAL PREPARATION

Any costs incurred by Offerors in preparing or submitting a proposal shall be the Offeror's sole responsibility.

1.8 DISQUALIFICATION OF PROPOSALS

The University reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the scope of the work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.

An Offeror shall be disqualified and the proposal automatically rejected for any one or more of the following reasons:

- A. The proposal shows any noncompliance with applicable law.
- B. The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.
- C. The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.
- D. The Offeror is debarred or suspended.

1.9 PROCUREMENT OFFICER

This RFP is issued by the Office of Procurement and Real Property Management, University of Hawaii. The Procurement Officer responsible for overseeing the contract is Duff Zwald, Director of the Office of Procurement and Real Property Management.

1.10 TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The individual listed below is the Technical Representative of the Procurement Officer (TRPO):

Gordon Furuto, Information Technology Specialist
Office of the Vice President for Community Colleges
2327 Dole Street, Room 25
Honolulu, Hawaii 96822
Telephone: (808) 956-5980
E-Mail: gfuruto@hawaii.edu

1.11 ISSUING OFFICER

The individual listed below is the issuing officer and the official contact for all communication regarding this RFP:

Bruce Isaacs, Procurement Specialist
Office of Procurement and Real Property Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822
Telephone: (808) 956-8634
Facsimile: (808) 956-2093
E-Mail: bisaacs@hawaii.edu

1.12 CHANGES TO CONTRACTOR'S FEE

It is recognized that audit disallowances and other changes may require adjustments in the compensation due to the Contractor. In the event that future actions would either disallow or minimize the payments already made to the Contractor, the Contractor shall assist the University in defending the correctness of the claim for reimbursement. If the disallowance or adjustment is upheld, then the Contractor will participate in the payback to the extent the amount of the disallowance or adjustment contributed to the total fee received by the Contractor. Payment to the University shall be made within THIRTY (30) calendar days from which official notice is received by the Contractor from the University.

1.13 RFP AMENDMENTS

The University reserves the right to amend the RFP any time prior to the closing date for best and final offers.

1.14 AWARD ON INITIAL PROPOSALS

The University may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best terms.

1.15 AVAILABILITY OF FUNDS

Offerors are advised that the award of this contract is contingent upon availability of funds. If funds are not available, the University reserves the right not to make award of this contract.

1.16 NOTICE TO PROCEED

The University shall not be responsible for work done, even in good faith, prior to the University's Notice to Proceed unless specific provisions are made in the contract.

1.17 RFP SUBMITTALS BECOME PROPERTY OF THE UNIVERSITY

All proposals and other material submitted shall become the property of the University and may be returned only at the University's option.

SECTION 2 SCOPE OF WORK

2.1 DEFINITIONS

Banner:	The Student Information System used by the University of Hawaii System.
Early Alert:	Identifying concerns about students during the first seven weeks of the semester and alerting students and staff to the concern.
Case Management:	Record of Notes, Meetings, emails, phone communication, and concerns about student.
Entity:	A campus or unit in the University of Hawaii System.
FERPA:	Family educational Rights and Privacy Act of 1974. Federal law which protects the privacy of student educational records. This law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.
Gradebook data:	Assignments name/grade/deadline, quiz/test name/grades/date for each student in each course.
Hosted website:	A facility in which a third-party holds the data and runs the applications on its own computers.
ITS:	Information Technology Services provides a wide array of services to support the teaching, learning, administration, and research endeavors of the students, faculty, and staff of the UH community.
Laulima:	Name of Sakai Learning Management System software used by the University of Hawaii System.
LMS:	Learning Management System that students and staff access to view course information, assignments, and grades.
ODS:	Operational Data Store is a reporting database that is populated from Banner forms in the Banner student registration system. The data in the ODS tables and views are refreshed nightly with data from Banner.
Offeror:	The company that is responding to the Request for Proposals to provide the communication system for early alert, case management, and online scheduling.
Sakai:	Learning Management System software used by the University of Hawaii System, also called Laulima.
Scalable:	Ability to increase total throughput under an increased workload through additional resources, such as hardware and/or network bandwidth.

The Colleges: University of Hawaii Community Colleges, University of Hawaii Hilo, and University of Hawaii-West Oahu.

UH: University of Hawaii

University: University of Hawaii

2.2 CURRENT OPERATIONS

The following describes the current operations of the campuses participating in this RFP at the University of Hawaii.

A. MySuccess is a project to provide communication tool for early alert, case management, Online Scheduling, and Referrals for instructors, students, and student support services at the University of Hawaii Colleges (The Colleges).

TEN (10) located on FOUR (4) islands plan to participate in MySucess in September 2016 to August 2021.

1. University of Hawaii Office of the Vice President for Community Colleges 2327 Dole Street Honolulu, Hawaii 96822	6. Leeward Community College 96-045 Ala Ike Pearl City, Hawaii 96782
2. Hawaii Community College 200 W. Kawili Street Hilo, Hawaii 96720	7. Windward Community College 45-720 Keaahala Road Kaneohe, Hawaii 96744
3. Honolulu Community College 847 Dillingham Boulevard Honolulu, Hawaii 96817	8. University of Hawaii Hilo 200 W. Kawili Street Hilo, Hawaii 96720
4. Kapiolani Community College 4303 Diamond Head Road Honolulu, Hawaii 96816	9. University of Hawaii Maui College 310 Kaahumanu Avenue Kahului, Hawaii 96732
5. Kauai Community College 3-1901 Kaumualii Highway Lihue, Hawaii 96766	10. University of Hawaii-West Oahu 91-1001 Farrington Highway Kapolei, Hawaii 96707

With the exception of the Office of the Vice President for Community Colleges, each entity employs instructors, student services staff, and academic advisors to serve students taking classes. These entities serve a total enrollment of approximately 35,000 (headcount) students each year. The objective of MySuccess Projects is to improve Student Success by increasing: Retention during the semester, Course Success (passing with a C or higher), Persistence from semester to semester, and Degree Completion.

There are users throughout the system distributed as follows in Spring 2016:

	<u>Students</u>	<u>Instructors</u>	<u>Configuration & Reports</u>
Hawaii Community College	2,755	183	2
Honolulu Community College	3,710	216	3
Kapiolani Community College	7,260	378	2
Kauai Community College	1,224	93	2
Leeward Community College	6,953	595	3
UH Maui College	3,164	201	2
Windward Community College	2,375	108	3
UH West Oahu	2,526	259	2
UH Hilo	3,649	503	2
Office of VP for Community Colleges	-	-	2
Total (Unduplicated)	33,616	2,536	23

The University of Hawaii Manoa does not plan to participate in the MySuccess Project at this time. It is a larger, residential institution with selective admissions.

B. Objectives of the MySuccess Project

- 1) Identify students that may need extra help to manage their course load. Provide the framework to help determine possible causes of student struggling. Framework would also provide tools to help with expediting intervention for struggling students. Interventions are to be year-round with major deadlines based on the academic calendar.
- 2) Improve quality of Student Support Services by formalizing units' procedures to configuring a consistent workflow in the software, and use software to record and report on activity.
- 3) Improve efficiency, efficacy, and reach of existing Student Support Services by enhancing and streamlining services using software to automate processes and communication that will take less time/effort.
- 4) Increase access to and knowledge of Student Support Services by both student and instructors using referrals and online appointments.
- 5) Add new Student Support Services with minimal time/effort using software features.

C. Functions

The colleges needed a single tool to facilitate communications between instructors, students, and student support services. The following functions are necessary:

- 1) Identify students in need of additional assistance beyond the classroom.
- 2) Refer students to support services, e.g., counseling, tutoring, or financial aid.
- 3) Track Interventions in a systematic way to ensure that students receive assistance. Share information between services so staff knows what another office has done, has not done, or has recommended.
- 4) Follow up if the students do not seek assistance as recommended. The counselor/faculty/staff can become more “intrusive” and take proactive action to work with the students and follow up using phone, email, or text messages.
- 5) Early Alert campaign to automatically email only instructors teaching full-time courses each semester and automatically email instructors who have not responded to reminders to identify students by a certain date.
- 6) Online tool to quickly gather information on students who did not attend during the first week using current enrollment information automatically updated and collected during the first weeks of classes each semester.
- 7) Electronic Case Management to record student meetings and notes, and share the information selectively with staff who need to know.
- 8) Online Appointment scheduling for students to schedule themselves online and send students and staff confirmation emails and reminder emails for appointments.
- 9) Positive Reinforcement to send and record positive “Good Job!” email messages to students and share with other staff that the students are doing well.
- 10) Classroom Attendance tracking tool online for instructors. Advisors and student support staff can intervene with the student by viewing attendance information entered and when alerted of multiple unexcused absences.
- 11) Interface that is easy to use and aesthetically pleasing.
- 12) Multi-campus configuration of workflows to reflect the different services, practices, and unique set-up of each campus.
- 13) Event attendance tracking tools to record student participation in services by students entering their own names into sign-in computers or by staff uploading a list of student ID numbers. Advisors and student support staff can view attendance information entered.

D. Integration with other systems used at the University of Hawaii

The interface with other systems needs to be configurable by UH staff with the Contractor's support to allow import of additional data when a new need is identified.

- 1) Grades entered in the Laulima Learning Management System powered by Sakai software are available to students and instructors in the Sakai. Advisors and student support staff would benefit from being able to view the grades entered and be alerted about low grades to intervene with the student.
- 2) Banner Student Information System records course registration, student information, admissions, and some campuses' connections to Academic Advisors or Faculty Advisors.
- 3) PAR Framework Predictive Analytics information on individual students (Individual information is not available through the PAR Dashboard interface since it is anonymous data for analyzing and comparing institutions).
- 4) Google Calendar scheduling to sync the University of Hawaii user's Google Apps with the Contractor's online scheduling system for students to schedule themselves online.
- 5) Single Sign On using CAS v3.x that users access with their UH username and password so they do not have to remember another password and username, and can access directly from MyUH or Laulima without logging in again.

E. User Security Model

The system requires security on a per user basis.

F. Reporting and Analysis

Each campus needs to have access to extract data from the system to produce customized reports of information recorded in the system.

G. Technical Aspects

Student Registration data is housed centrally in the Banner Student Information System. Staff and students have internet access using Windows and Apple computers or tablets.

2.3 MINIMUM QUALIFICATIONS OF OFFEROR

Prospective offerors must conform to the following minimum qualification standards and provide the required information in order to be considered for award.

A. Offeror shall have at minimum:

- 1) TWO (2) years of experience in developing and implementing student retention/early alert/case management systems for higher education programs similar to the University of Hawaii System.
- 2) Verifiable successful experience providing communication system for early alert, case management, and online scheduling at least TWO (2) peer institutions of higher education with multiple entities of similar size, complexity and business volume similar to the University of Hawaii System.
- 3) Ability to system integrate with Banner Student Information System, Sakai Learning Management System, and CAS v3.x Identity Management System.

B. Offeror shall disclose:

- 1) If offeror has filed for or been discharged in bankruptcy in the last FIVE (5) years.
- 2) Whether, and to what extent, the offeror has pending judgments or debts for collection.
- 3) Whether, and to what extent, the offeror has pursued disputes or claims against any individual or entity, and the merit of such dispute/claim as measured by the percentage of recovery obtained.
- 4) Whether, and to what extent, any individual or entity has pursued disputes or claims against the offeror, and the merit of such dispute/claim as measured by the percentage of recovery obtained.

C. Offeror shall possess all trade, professional, or business licenses as may be required for the work required by this RFP.

D. Offeror shall operate within the guidelines of all applicable federal and state labor laws.

E. Offeror shall comply with all applicable Equal Employment Opportunity laws.

F. Offeror shall comply with all necessary insurance requirements specified in Section 5.6, INSURANCE, of the SPECIAL PROVISIONS.

2.4 MINIMUM REQUIRED FUNCTIONALITY

The Colleges require a licensed, hosted, software supporting a Communication System for Early Alert, Case Management, and Online Scheduling that will provide the following functions:

A. Accessibility

- 1) Able to be accessed with a web browser on any internet-connected device including traditional desktop computers and students' own mobile device as a smartphone or tablet. Uses common design features in an attractive design with easy to read, consistent fonts, and type spacing using complementary colors.
- 2) Shall have secured encrypted connection using the https standard to provide bidirectional encryption of communications between a client and server, which protects against "man-in-the-middle attacks", eavesdropping and tampering with and/or forging the contents of the communication.
- 3) Shall provide accessibility to those who use adaptive devices and software by incorporating dynamic zooming to enlarge text and graphics while maintaining legibility on the screen, Keyboard navigation, high-contrast colors, compatibility with screen magnifiers, adaptive pointing devices, the most common screen readers including: Microsoft Narrator/MSAA, Apple VoiceOver, ChromeVox; and the most common speech-to-text software including: Windows Speech Recognition, and Mac OS Dictation Feature (508 Compliance).
- 4) Shall have interfaces for instructors, students, and student support staff to access the software functions available to them.
- 5) Shall have **CAS v3.x** single Sign On so that users are able to access with their UH username and password so that they do not have to remember another password and username and can access directly from MyUH and Laulima portals without logging in again.
- 6) Shall be available without planned outages during critical times at the beginning of the Fall and Spring semester: January 5 – 19, August 5 – 25.

B. Support

- 1) Shall have online help options to user including staff responsible for configuring and reporting on activities in the system.

- 2) Shall have written documentation of the software's functions, configuration, reports, and recommendations for using the software effectively.
- 3) Shall provide training for designated staff on the software's functions, configuration, and recommendations for using the software effectively.
- 4) Shall provide support during University of Hawaii business hours, 8:00 AM to 5:00 PM, Hawaii Standard Time (1:00 PM to 11:00 PM, Eastern Standard Time).

C. Case Management of Student Records

- 1) Student records shall be automatically created from the Student Information System.
- 2) Confidential notes shall be accessible only by delegated staff for sensitive counseling topics such as personal problems or mental health appointments.
- 3) Infrastructure shall be able to maintain individual records for activity recorded in the system for all 200,000+ students who have applied, registered since 2009.
- 4) Shall have electronic case management and scheduling for applicants, students, alumni, past students and individuals who have not yet applied by providing an interface for delegated staff to manually create a new record for a person who does not already have a record in the system to allow notes and appointments to be connected to that record and merge the manually created record with the corresponding new record created from the Student Information System.
- 5) Shall be able to maintain historical records of information recorded in the system.
- 6) Shall have data reporting tools to extract information manually entered in the software by downloading in a comma-separated value (csv), comma-separated text (txt), or Excel (xls).
- 7) Shall be compliant with FERPA, the Family Educational Rights and privacy Act of 1974, by providing access to records only to designated staff that have a legitimate need to access the specific student record.

D. Integration with UH Systems

- 1) Shall be able to connect to the existing UH student information system (Banner) via ODS to automatically create student logins, display updated student information, display updated student course registration, and automatically email/alert staff and students based on student information.

- 2) Shall be able to display gradebook information from the Sakai Learning management software used for Laulima, which shall be visible to only designated staff. The gradebook shall be available to automatically email student and alert staff to follow-up with the student in their current courses.
- 3) Shall be able to integrate PAR Framework predictive analytics information to display designated staff and automatically trigger alerts to designated staff.
- 4) Shall allow UH administrators the option of customizing data import from other systems to be used in provided software without intervention from the Contractor.

E. Online Scheduling and Attendance

- 1) Shall have online scheduling for students to schedule themselves online 24/7 for appointments during open office hours, counseling, tutoring or other support staff members' schedules without having to call the staff or front desk or exchange several calls/emails to confirm a time and date.
- 2) Shall have interface for designated staff to view and edit the calendar of other designated staff.
- 3) Shall have students sign-in interface so students can sign themselves in by entering their name or IDs when arriving in person without any action from the front desk staff. The sign-in system shall alert the staff when the student is scheduled to meet with or place the students into a queue that designated staff can view with the order the students arrived, how long each student has been waiting, and the reason for the visit.
- 4) Shall have online Attendance tracking tools for instructors to track classroom attendance by marking students present or absent.
- 5) Shall be able to record student participation in services by students entering their names or IDs on a computer sign-in or by staff uploading a list of student IDs.

F. Communication

- 1) Shall be able to send customized email on behalf of the instructor, student support staff, or departmental email address in the email "from" and "reply to" fields so that the recipient knows who sent the email.
- 2) Shall be able to send customized confirmation emails to staff when they take action in the system to schedule appointments, communicate with students, or record information about students.

- 3) Shall be able to survey instructors with a list of the registered students in each course for which the instructor can quickly select to items that email the student, email/alert staff and provide comments.
- 4) Shall be able to automatically email instructors scheduled customized reminder to provide feedback on students if the instructor has not yet provided feedback on students.

2.5 DESIRED FEATURES

A. Success Plan

Interface for staff to create step-by-step plan customized for individual students that the staff and student can view, and that the staff can print.

B. Reporting

Data reporting tools to automatically export information manually entered in the software. Export at least once each day in a standardized format using comma-separated value (csv) or comma-separated text (txt).

C. Student Self-Assessment Tool

Student self-assessment tool that can be configured to record specific student background information and non-cognitive factors that students enter and that are displayed to designated staff.

2.6 CONTRACTOR'S RESPONSIBILITIES

- A. Furnish, deliver, install, and configure software for the Communication System for Early Alert, Case Management, and Online Scheduling (EACMOS) for the University of Hawaii Community Colleges, University of Hawaii Hilo, and University of Hawaii-West Oahu.
 - 1) The selected Contractor shall make arrangements with the University's designated Project Manager for the delivery, installation, and configuration of the software for the EACMOS.
- B. Provide full software system integration and connection to the University's Systems, in accordance with paragraph 2.4, D, Integration with UH Systems.

- 1) The selected Contractor shall ensure that the software functions and operates in accordance with paragraphs 2.4A - Accessibility, 2.4C – Case Management of Student Records, 2.4E – Online Scheduling and Attendance, and 2.4F – Communication.
- C. Provide software support for the University in accordance with paragraph 2.4B, Support. The selected Contractor shall make arrangements with the University's designated Project Manager for training sessions for the software's functions, configuration, and software use.
- D. Provide software maintenance for the software offered.

2.7 UNIVERSITY'S RESPONSIBILITIES

- A. Advise UHCC campuses and other participating UH campuses regarding the implementation of the EACMOS.
- B. Assign a project manager who shall coordinate with the appropriate points of contact within the University, as installation, implementation, integration, training, day-to-day operations, trouble-shooting, maintenance, etc. of the EACMOS.
- C. The University project manager shall be the communication liaison between the Contractor and the University

2.8 CONTRACT SCHEDULES

A. Implementation and Integration

The Offeror selected by the University shall provide the software and services and complete the implementation and integration of the communication system for early alert, case management, and online scheduling (subject to satisfactory acceptance by the University) within **NINETY (90)** calendar days from the date designated in the Notice to Proceed.

B. Maintenance /License Fees

The maintenance/license agreement for this contract shall be for an initial period of ONE (1) year commencing on the date of satisfactory installation, configuration, operation, and acceptance of the hosted early alert communication system by the University. Thereafter, the contract shall be renewable from year to year, for FOUR (4) additional one-year terms, for a total of FIVE (5) years, without the necessity of rebidding, upon mutual agreement in writing, NINETY (90) days prior to the annual renewal date, contingent upon the availability of funds. Further, the University may terminate the maintenance/license agreement at any time, after the first year, upon NINETY (90) days prior written notice.

SECTION 3 PROPOSAL REQUIREMENTS

3.1 INTRODUCTION

This section indicates the proposal requirements for this RFP which shall be submitted by the deadline set for submission of proposals. Fulfillment of all proposal requirements listed is mandatory for consideration of proposals.

The Proposal shall include all of the information set forth in the following Sections 3.2 to 3.12.

3.2 PROPOSAL CHECKLIST (Appendix A)

The Proposal Checklist shown in Appendix A shall be submitted in accordance with Section 1.6, SUBMISSION OF PROPOSALS.

3.3 PROPOSAL LETTER (Appendix B)

The Proposal Letter shown in Appendix B shall be signed by an individual authorized to legally bind the Offeror, dated, and be affixed with the corporate seal (if corporate seal is available). If said individual is not the corporate president, evidence shall be submitted showing the individual's authority to bind the corporation. The fully executed proposal letter shall be submitted along with the proposal.

3.4 OFFEROR MINIMUM QUALIFICATION MATRIX (Appendix C)

The Offeror shall address their company's system capabilities as referred to in Section 2.3, to establish that all minimum qualifications have been met.

3.5 SYSTEM AND TECHNICAL CAPABILITIES

Offerors shall address their company's system capabilities as referred to in Section 2.4 and 2.5, and their technical capabilities as they relate to the following issues and questions.

A. Hardware Platform and Fit

Describe the hardware platform required for the system and how it fits into the University's enterprise systems environment. Please include the requirements and needs for the offeror's support staff's access to the server(s), database(s), and application.

B. Software Platform and Fit

Describe the software platform and how it fits the University's enterprise application development environment.

C. Single Platform for Multiple Entities

Describe the technical design, logical process design, and data structures of the system for running the system on a single platform while handling multiple entity functionality.

D. Integrate Administrative User Logins with CAS

Single Sign on using CAS v3.x that users access with their UH username and password so they do not have to remember another password and username and can access directly from MyUH or LauLima without logging in again. For more information, please go to <https://www.hawaii.edu/bwiki/display/UHIAM/CAS3+Developer+Documentation>

E. Upgrade and Software Patch Management

Describe how your company implements software upgrade(s). Describe how your company monitors, manages, and implements software patches, including but not limited to, security and privacy related bugs.

F. Other Software Requirements

Describe other software required for the system, such as database management systems and report tools.

G. Browsers

The client interface must be web-based and run on Windows and Mac OS X operating systems, and accommodate predominant web browsers. Describe the client interface used to access your system.

H. Performance

Occasionally, the entities performing will experience high volume due to special events. Describe how well your systems performs during these high volume times, including benchmark information.

I. Scalability

As the University's operation evolves, add-on capabilities and updates are expected in the future. Describe how your system is callable and extensible.

J. Robustness

Describe the robustness of the system. Describe how it minimizes downtime for software updates, data backup or other activities that may affect uptime.

3.6 CUSTOMER SUPPORT

Offerors shall address their company's service capabilities as they relate to the following issues and questions.

- A. Furnish the University with your company's service standards. Include your company's Service Level Agreement(s).
- B. Describe how customer support is handled during implementation, testing, and after implementation.
- C. Describe the type of support your company provides to customers. Include the hours of operation of your Help Desk, website support, and email support. Describe how your company will provide support during University of Hawaii business hours, 8:00 AM to 5:00 PM Hawaii Standard Time (1:00 PM to 11:00 PM Eastern Standard Time).
- D. Describe your company's organization for managing client relationships. Describe your company's project staffing plan. Include a resume for each key employee assigned to this project. Include their location, position, specific roles/responsibilities, educational background, experience and technical capabilities. Include the chain-of-command for problem resolution.

The University considers the Project Manager to be a critical role in the success of the project. As such, the University requires that the person assigned as the Project Manager to have worked and successfully implemented similar systems for clients in the college and university level comparable to UH.

- E. Describe the penalties contractually memorialized for situations where your company is not able to achieve agreed-upon service level standards.
- F. Describe your company's communication methods for reporting technical problems with program administrators. Describe the escalation process for problems/issues and who can trigger the process.

- G. Describe your company's plan for quality management and process for continuous improvement of the system.
- H. Describe the average turn-around time for a customer service call.
- I. Describe your company's performance indicators. Describe the key performance measures your company tracks. Describe the reporting frequency and period covered for each measure. Provide samples of graphs and relevant reports. Describe your company's performance measures for the last THREE (3) reporting periods.

3.7 OTHER ADDITIONAL ASSISTANCE SERVICES

- A. State your company's rate structure for other assistance services, for example, integration with other software support systems.
- B. Describe the kinds of packages, if any, which are available for these services.
- C. Describe how much lead time is generally needed to schedule these additional assistance services engagements.
- D. Describe how your company would handle user required system interfaces.

3.8 TRAINING AND DOCUMENTATION

Offerors shall address their company's training and documentation methods as they relate to the following issues. Offeror shall provide user manuals for all services selected by the University. Manuals shall be provided in both printed and digitized format. The University shall have the right to reproduce a sufficient number of manuals for internal use only. Offeror shall be required to provide user training.

- A. Describe your company's pre-implementation, implementation and ongoing training program.
- B. Describe how your company communicates and updates documentation.

3.9 COMPANY HISTORY AND ORGANIZATION

- A. Provide your company's mission statement and organization chart.
- B. Describe your company's organizational and strategic commitment to the higher education industry.

- C. State the number of years your company has been offering Communication System for Early Alert, Case Management, and Online Scheduling solutions to the higher education and training industry.
- D. Describe how your company has provided a successful Early Alert and Electronic Case Management system to include at institutions of higher education with multiple entities of similar size, complexity and business volume. How did your company measure this success?
- E. Describe the nature and obligations of partnerships, joint marketing agreements or alliances relevant to your Communication System for Early Alert and Case Management. Did your company develop the system's current functionality or was any of the functionality purchased from external vendors and integrated into your software?
- F. Describe what differentiates your service from that of other providers.
- G. Describe how your company will keep your system current and competitive.

3.10 PROJECT IMPLEMENTATION (Appendix C)

- A. Each University entity independently manages its own communication use, configuration, and reporting. Provide detailed implementation plans (tasks, timelines, and milestones) in Appendix C, Project Implementation Plan; include detailed deliverables and ownership of those deliverables. Discuss strategies your company would recommend to the University for a successful migration.
- B. Describe the support provided during implementation, including technical assistance, user manuals, instructional and/or educational materials, on-site visits, or other assistance.
- C. Provide an estimate of the number of technical man-hours expected of the University to invest in the implementation. Include a breakdown of the skill sets required.
- D. Provide an estimate of the number of technical man-hours expected of the University to maintain the system **after** implementation. Include a breakdown of the skill sets required.
- E. Based on your company's experience, list the critical success factors for a solution such as the one your company is proposing, including the factors which have caused programs to fail or not work as expected.

3.11 COSTS (Appendix D)

All costs shall be FIXED (not per transaction) and projected FIVE (5) years from the project start date, and shown in Appendix D, Cost Proposal.

3.12 REFERENCES (Appendix E)

- A. Complete Appendix E, References.
- B. Provide references from at least TWO (2) higher education institutions. It is desirable to list all references from higher education institutions who use your company's system in a multiple campus system.
- C. For each reference institution, furnish the university name, address, phone number, email and title of at least ONE (1) individual currently employed in the Communication System for Early Alert, Case Management area and ONE (1) individual currently employed in the information technology services area who is responsive and able to answer questions.
- D. The University reserves the right to contact the reference provided and to reject a proposal submitted by any offeror whose performance on other projects has been unsatisfactory.

**SECTION 4
CRITERIA TO EVALUATE PROPOSALS**

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly, and impartially. Contracts will be awarded to responsive, responsible Offerors whose proposals are determined in writing to be the most advantageous to the University taking into consideration the evaluation factors set forth in this RFP.

A committee will evaluate and score each proposal submitted based on the following criteria:

4.1. REVIEW OF MINIMUM REQUIREMENTS

In order to be considered for evaluation, a proposal must be complete, and meet all required components.

The purpose of this phase is to determine whether an Offeror's proposal is sufficiently responsive to the RFP to permit a complete evaluation. Each proposal will be reviewed for responsiveness. Only those proposals meeting the minimum requirements will be considered for evaluation.

4.2. EVALUATION PROCESS

A committee will conduct an evaluation of all proposals which meet the minimum requirements and will collectively score each proposal submitted based on the criteria set forth in **Appendix D, Offeror Proposal Evaluation Matrix.**

Costs	25%	25 points
Functionality, Desired Features, System and Technical Capabilities	45%	45 points
Customer Support, Other Additional Assistance Services, Training, and Documentation, and Project Implementation	15%	15 points
Experience/References	<u>15%</u>	<u>15 points</u>
Total Maximum Points	100%	100 points

Offerors may be asked to give oral presentations to the evaluation committee either at the University or via videoconferencing and/or webcasting at their own expense. The Technical Representative shall contact Offerors to schedule a date and time for oral presentations during the dates designated for the Oral Presentations of Proposals Period. The inability of an Offeror to give an oral presentation to the evaluation committee may result in lower rating of the proposal during evaluation of award.

4.3 AWARD

Award of the contract, if awarded, shall be made to the Offeror receiving the highest score.

4.4 PRICE EVALUATION FORMULA

The proposal that offers the lowest price for this section shall receive the designated maximum available points for this particular section. The points allocated to higher priced proposals, for each particular section, shall be equal to the lowest proposal price multiplied by the maximum points available, divided by the higher proposal price.

Example:

Offeror A's Total Price: \$5,000 (Lowest Price) – Awarded 25 Points (maximum points).

Offeror B's Total Price: \$6,000 (Higher Price) – Awarded 20.83 Points (see calculation).

Offeror C's Total Price: \$7,000 (Highest Price) – Awarded 17.86 Points (see calculation).

Calculation:

Since Offeror A offers the lowest price, Offeror A receives the 10 point maximum.
For Offerors B and C, the awarded points would be calculated as:

Offeror B: $25 \times \$5,000 / \$6,000 = 20.833$ pts. (rounded off at 3rd decimal digit).

Offeror C: $25 \times \$5,000 / \$7,000 = 17.857$ pts. (rounded off at 3rd decimal digit).

The same formula will be employed for the Best and Final Price evaluation (if applicable).

SECTION 5 SPECIAL PROVISIONS

5.1 SCOPE

The Software Solution and Services for the Communication System for Early Alert, Case Management, and Online Scheduling for University of Hawaii Community Colleges, University of Hawaii Hilo, and University of Hawaii-West Oahu, shall be in accordance with the terms and conditions of RFP No. 17-0021 and the General Provisions dated September, 2013 included by reference. Copies of the General Provisions are available at the Office of Procurement and Real Property Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822 or the General Provisions may be viewed at:
<http://www.hawaii.edu/oprpm/docs/GP0913.pdf>

5.2 REFERENCES

The University reserves the right to contact the references named in Appendix E, REFERENCES, and to reject a proposal submitted by any Offeror whose performance on other projects has been unsatisfactory.

5.3 OPENING OF PROPOSALS

Proposals will be opened at the date and time specified in Subsection 1.4, SCHEDULE OF KEY DATES, or as amended, at the proposal submittal office. The proposal opening will not be open to the public. Proposals may be available for public inspection upon notice of award and shall be available for public inspection after the contract is signed by all parties.

5.4 CONTRACT INVALIDATION

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

5.5 PAYMENT

The Contractor shall be remunerated upon satisfactory completion and acceptance by the University of project's milestones/phases, and upon submission of a properly executed original invoice and ONE (1) copy, indicating the contract number, to University of Hawaii Community Colleges, Academic Affairs, 2327 Dole Street, Honolulu, Hawaii 96822.

5.6 INSURANCE

The Offeror shall maintain in full force and effect during the entire term of this contract, insurance to protect the Offeror and its subcontractors, if any, from claims that may arise from operations under this contract. If any subcontractor is involved in the performance of this contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Offeror may require subcontractor to provide its own insurance that meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Offeror's own policy or policies.

The following minimum insurance coverages and limits shall be provided by Offeror, including subcontractor where appropriate:

Coverage	Limits
Commercial General Liability to include coverage for: Independent Offeror, products and completed operations, blanket contractual liability, personal and advertising injury	Bodily Injury and Property Damage <u>Combined Single Limit:</u> \$1,000,000 per occurrence \$2,000,000 aggregate <u>Products/Completed Operations:</u> \$1,000,000 per occurrence \$2,000,000 aggregate
Errors and Omissions/Professional Liability insurance to include coverage for: <ul style="list-style-type: none"> - Liability of the University by any reason of any actual or alleged error, omission, negligent act or wrongful act of Offeror committed in rendering or failing to render any products or services in accordance with this Agreement; - Damage to and loss of intangible property, including data lost, corrupted or incorrectly transmitted or 	\$1,000,000 per occurrence \$2,000,000 aggregate

<p>recorded (including unauthorized use, transmission or disclosure of University, student, prospect, faculty or employee information);</p> <ul style="list-style-type: none"> - Breach of privacy, including but not limited to claims for invasion, infringement, interference with the right to privacy or of publicity, false light, public disclosure of private facts; any breach or violation of any U.S., federal, state and local statutes and regulations associated with the control and use of personally identifiable, financial or medical information; - This coverage shall be maintained for a period of not less than two years after the expiration of this Contract. <p>Network Liability Insurance covering, without limitation, the liability of University associated with: unauthorized use, access, or disclosure of confidential or private information, transmission of a computer virus or denial of service that results from a failure of security; content on website, including copyright and trademark infringement and invasion of privacy arising out of material displayed in the course of business of the services hereunder; identity theft; cyber extortion; cyber terrorism, all as related to Offeror's performance under this Agreement.</p> <p>Upon termination of this contract, Offeror shall maintain an extended</p>	<p><u>\$1,000,000 per occurrence</u> <u>\$2,000,000 aggregate</u></p>
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<p>reporting period providing claims first made and reported to the insurance company within ONE (1) year of this Contract will be deemed to have been made during the applicable policy period.</p>	
<p>Comprehensive Automobile insurance covering all vehicles, owned and non-owned, hired and leased. This insurance shall include coverage for automobile contractual liability and all coverages required by Hawai'i law.</p>	<p><u>Bodily Injury</u> \$1,000,000 per person \$1,000,000 per occurrence</p> <p><u>Property Damage</u> \$1,000,000 per occurrence</p>
<p>Workers' Compensation: Offeror shall provide temporary disability and other similar insurance required by the State of Hawai'i or by Federal laws.</p>	<p>The minimum limits of liability to be maintained are: Coverage A State of Hawai'i Workers' Compensation Law: Statutory Limits Coverage B Employers Liability: Bodily Injury from each accident: \$1,000,000 Bodily Injury from disease: \$1,000,000 Bodily Injury from disease aggregate: \$1,000,000</p>

The University shall retain the right at any time to review the coverage, form and amount of the insurance required hereby. If, in the opinion of the University, the insurance provisions in this contract do not provide adequate protection for the University, the University may require the Offeror to obtain insurance sufficient in coverage, form and amount to provide adequate protection. The University's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required.

The University shall notify the Offeror in writing of changes in the insurance requirements; and if the Offeror does not deposit copies of acceptable insurance policies with the University incorporating such changes within SIXTY (60) days of receipt of such notice, this contract shall be in default without further notice to the Offeror and the University shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit the Offeror's liability hereunder or to fulfill the indemnification provisions and

requirements of this contract. Notwithstanding said policy or policies of insurance, the Offeror shall be obligated for the full and total amount of any damage, injury, or loss arising from its acts or omissions with respect to this contract.

The Commercial General Liability insurance policy - the Errors and Omissions/Professional Liability insurance policy and the Network Liability insurance policy required of the Offeror, including any subcontractor's policy, shall contain the following clauses:

- A. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after THIRTY (30) days' written notice has been given to the University of Hawaii, Office of Risk Management, 2444 Dole Street, Bachman 112, Honolulu, Hawaii 96822."
- B. "The University of Hawaii, its officers, agents and employees are added as additional insureds as respect to operations performed for the University of Hawaii."
- C. "It is agreed that any insurance maintained by the University of Hawaii and/or the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire selection term, including all extended periods exercised.

The Offeror agrees to deposit with the University of Hawaii, certificates of insurance necessary to satisfy the University that the insurance provisions of this agreement have been complied with and to keep such insurance in effect and the certificates therefore on deposit with the University during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the University, the Offeror shall be responsible for furnishing a copy of the policy or policies. The certificate for the Offeror's Errors and Omissions/Professional Liability policy shall state that a waiver of subrogation in favor of the University has been endorsed onto the policy. The insurance certificate shall indicate that the liability assumed by Offeror has been specifically insured under the contractual liability section of the Errors and Omissions Insurance/Professional Liability Insurance policy.

Failure of the Offeror to provide and keep in force such insurance shall be regarded as a material default under this agreement, entitling the University to exercise any or all of the remedies provided in this agreement for default of the Offeror.

5.7 ADVERTISING

The Offeror agrees not to use the existence of this contract or the name of the University of Hawaii as part of any commercial advertising.

5.8 NON-INFRINGEMENT WARRANTY AND INDEMNIFICATION

The Offeror represents and warrants that all work performed shall not infringe any right of any third party including, but not limited to, any valid patent, copyright, trademark, or other proprietary or personal right of any person or entity. Upon being notified of such a claim, Offeror shall at its option and expense, provide for one of the following:

(1) defend through litigation or obtain through negotiation the right of the University to continue using the software; (2) rework the software so as to make it non-infringing while preserving the original functionality, or (3) replace the software with a functionally equivalent alternative. Offeror shall indemnify, hold harmless and defend the University and its officers, employees, agents and representatives, (hereafter collectively referred to as the "University"), against any actual or alleged claims of intellectual property infringement, including but not limited to patent infringement, copyright infringement, trademark infringement or misappropriation of trade secrets or any claim alleging that the work done, or software code written by Offeror infringes any right of any person or entity. Offeror shall reimburse the University for all attorneys' fees, costs, and expenses incurred in connection with the defense of such claims. Any royalties due or becoming due for the use of any patented article or process shall be paid by the Offeror and shall be deemed to be included within the proposal amount and contract price. This clause shall survive the termination or expiration of the contract.

5.9 CONFIDENTIALITY

The Offeror agrees that all confidential and proprietary information disclosed to it pursuant to the terms and conditions of the contract shall be held in the strictest confidence and used only for the purpose of the contract. The Offeror agrees to maintain in confidence and will not disclose to third parties or use, any confidential information that is obtained as a result of the contract, except:

- A. Disclosure of information as necessary pursuant to the terms of the contract;
- B. Information known by Offeror prior to the effective date of the contract as established by written records kept in the normal course of business;
- C. Information that is known or becomes known to the public through no fault of Offeror;
- D. Information disclosed by a third party that to Offeror's knowledge has no obligation of confidentiality to University;
- E. In the event that confidential information is required to be disclosed as required by law or regulation the Offeror shall notify University to allow the University to assert whatever exclusions or exemptions may be available to it.

The Offeror and its employees, agents, subcontractors who provide services to the

University agree to execute a University Confidentiality Agreement (See Attachment 1). The executed confidentiality agreements shall be provided to the University within THIRTY (30) days after execution of the contract .

5.10 INDEMNIFICATION

The Offeror shall indemnify, hold harmless and defend the University and its officers, employees, agents, and representatives (hereafter collectively referred to as the "University"), from all suits, actions, damages, judgments, costs and expenses (including attorney's fees) and claims of any character that may be brought against the University by whomsoever, on account of any injury, damage or loss resulting from or in connection with the performance of the contract or from and against any and all claims and losses resulting from the acts or omissions by the Offeror, or any of its officers, employees, subcontractors, assignees, or representatives. The Offeror's obligations under this provision shall include, but are not limited to claims arising from the damage, loss or corruption of data; claims and/or damages resulting from the disclosure of confidential or private information or invasion of privacy; claims which result in purely economic loss; University's business interruption expenses; and in the event of unauthorized access to confidential or personal identifying information due to Offeror's acts or omissions, payment of all expenses to notify all persons potentially affected or for notification required by law. This clause shall survive termination or expiration of the contract.

5.11 NO USE OF DATA

The Offeror acknowledges and agrees that the University's data, including student data, is both confidential and valuable to the University, in both individually identifiable and aggregated form. The Offeror agrees that it shall not use any information or data to which it is exposed in the course of performing this contract except for the purposes of fulfilling its obligations under the contract. The Offeror agrees that it shall not use, copy, distribute, reconfigure, or release any data, whether in identified, de-identified, processed, or aggregated form, for any purpose other than those described in the contract.

The Offeror grants the University the right, upon advance notice, to audit the Offeror's books, records, accounts, and systems, whether under the Offeror's control or the control of a third party, for the purpose of insuring the Offeror's compliance with this provision. This provision shall survive termination or expiration of the contract.

Notwithstanding any other provision of the contract, the University shall be entitled to injunctive relief in the event of the Offeror's breach of this section. In addition, the Offeror agrees that its unauthorized use of University's data will give rise to direct damages to the University and that the University shall be entitled to recovery therefore

in their entirety, in addition to costs and attorneys' fees in the enforcement of this provision.

5.12 GOVERNING LAW; COST OF LITIGATION

The validity of this contract 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 equity to enforce or interpret the provisions of this contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii. In case the University shall, without any fault on its part, be made a party to any litigation commenced by or against the Offeror in connection with their proposal and this RFP, the Offeror shall pay all costs and expenses incurred by or imposed on the University, including attorneys' fees.

5.13 SEVERABILITY

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

5.14 WAIVER

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

5.15 FEDERAL PROVISIONS

Since federal funds will be expended under this contract, the Contractor shall comply with the applicable provisions of the attached FEDERAL PROVISIONS. If the total bid amount is equal to or in excess of \$25,000, the bidder must complete the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (OPRPM FORM 94).

**APPENDIX A
PROPOSAL CHECKLIST**

Offerors **MUST** submit this checklist with all items attached to be considered for evaluation.

1. _____ Business Classification Certification Statement

2. _____ Appendix A, Proposal Checklist

3. _____ Appendix B, Proposal Letter

4. _____ Annual report or financial statement for the past TWO (2) years for which such reports or statements are available (including all notes).

5. _____ Offeror's Proposal Including
 - a. _____ Accessibility, Support, Case Management of Student Records, Integration with UH Systems, Online Scheduling and Attendance, Communication, Desired Features.

 - b. _____ System/Technical Capabilities, Customer Support, Professional Services, Training and Documentation.

 - c. _____ Company History and Organization.

6. _____ Appendix C, Project Implementation Plan

7. _____ Appendix D, Cost Proposal

8. _____ Appendix E, References

**APPENDIX B
PROPOSAL LETTER
UNIVERSITY OF HAWAII**

We propose to furnish and deliver any and all of the deliverables and services named in the Request for Proposals (RFP) to Provide Software Solution and Services for a Communication Systems for Early Alert, Case Management, and Online Scheduling for the University of Hawaii Community Colleges, University of Hawaii Hilo, and University of Hawaii-West Oahu, RFP No. 17-0021.

It is understood that this proposal constitutes an offer.

It is understood and agreed that we have read the University of Hawaii's specifications described in the RFP and that this proposal is made in accordance with the provisions of such specifications. By signing this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such specifications.

We agree, if awarded the contract, to deliver goods or services which meet or exceed the specifications.

Respectfully submitted,

Legal Name of Offeror

Date

Authorized Signature (original) (Typed Name)

Title

Street Address

Telephone No.

City, State, Zip Code

Fax No.

Social Security OR Federal Tax Payer ID No.

Hawaii General Excise Tax License No.

Remittance Address (if different from street address)

City, State, Zip Code

Location of Offeror's Plant

Offeror is: Individual Partnership Corporation* Joint Venture

State of Incorporation: Hawaii Other:

Is Corporate Seal Available In Hawaii: Yes** No

* Attach to this page evidence of authority of the above officer to submit an offer on behalf of the corporation, giving also, the names and addresses of the other officers.

** If yes, affix corporate seal.

**APPENDIX C
PROJECT IMPLEMENTATION PLAN
(Section 3.10)**

<u>Task</u>	<u>Description</u>	<u>Begin Date/Time</u>	<u>End Date/Time</u>	<u>Resources</u>

**APPENDIX D
COST PROPOSAL
(Section 3.11)**

Complete the worksheet below. All costs should be FIXED (not per transaction) and projected out FIVE (5) years from the project start date.

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Early Alert Survey System						
Case Management						
Online Scheduling						
Implementation/Deployment Services						
Data Migration						
Programming for customization						
Support and Maintenance						
Software licensing						
Training						
Documentation						
Other Costs*						
Total						

*Provide detailed explanation of Other Costs.

APPENDIX E REFERENCES

Complete the table below. See Section 3.12 for further information.

Institution Name:		
Number of Campuses:		
Office Contact:	Name/Title:	Phone/Email:
IT Contact:	Name/Title:	Phone/Email:
Services Implemented		Year Implemented

Check which of Offeror's systems and services are being used and indicate when implemented.

FEDERAL PROVISIONS (SEPTEMBER 2009)

GOVERNMENT SUBCONTRACT PROVISIONS INCORPORATED IN ALL SUBCONTRACTS/PURCHASE ORDERS (UNDER FEDERAL PRIME CONTRACTS)

Since this is a subcontract under a U.S. Government Prime Contract, awarded to the University of Hawaii, the Federal Acquisition Regulation (FAR) clauses and provisions listed below, if applicable, are hereby incorporated in this subcontract by reference with the same force and effect as if set forth in full text. The complete text for all of these clauses and provisions is available on the Internet at <http://farsite.hill.af.mil/vffar1.htm> and <http://farsite.hill.af.mil/VFDFAR1.HTM> or from the University of Hawaii Office of Procurement and Real Property Management. The Contractor hereby acknowledges possession of the FAR or is otherwise familiar with all of the clauses and provisions incorporated herein by reference, and agrees to perform this subcontract. In the event of conflict between the terms and conditions of this section, and any other provisions of this subcontract, the terms and conditions of this section shall prevail. The terms "contractor/subrecipient," "Government," and "Contracting Officer," as used in the clauses incorporated by this reference, shall be deemed to refer to the "Seller," "Buyer," and the "University of Hawaii" (UH), respectively.

THE FOLLOWING PROVISIONS APPLY:

Applies to all orders

FAR:

52.202-1	Definitions
52.208-8	Required Sources for Helium and Helium Usage Data
52.211-15	Defense Priority and Allocation Requirements [Applies to rated orders certified national for national defense use. In such event, Seller is required to follow all the provisions of the Defense Priorities and Allocations system regulation (15CFR700)]
52-215-15	Pension Adjustments and Asset Reversions
52-215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions
52.215-19	Notification of Ownership Changes
52.216-7	Allowable Cost & Payment 31.2 Contracts with Commercial Organizations 31.3 (A-21) Applicable for Educational Institutions 31.4 (a122) Applicable for Nonprofits
52.216-8	Fixed Fee
52.216-11	Cost Contract No Fee
52.222-6	Davis-Bacon Act
52.222-7	Withholding of Funds
52.222-8	Payrolls and Basic Records
52.222-9	Apprentices and Trainees
52.222-10	Compliance with Copeland Act Requirements
52.222-11	Subcontracts (Labor Standards)
52.222-12	Contract Termination--Debarment
52.222-13	Compliance with Davis-Bacon and Related Act Regulations
52.222-14	Disputes Concerning Labor Standards
52.222-15	Certification of Eligibility
52.222-22	Previous Contracts and Compliance Reports
52.222-41	Service Contract Act of 1965, as Amended
52.223-7	Notice of Radioactive Materials

52.227-9	Refund of Royalties
52.227-10	Filing of Patent Applications--Classified Subject Matter
52.227-11	Patent Rights--Retention by the Contractor (Short Form) Applicable if: (i) The contractor is a small business concern or non-profit organization as defined in FAR 27.301 (ii) No alternative patents rights clause is used in accordance with paragraph (c) or (d) of FAR 27.303
52.227-13	Patent Rights— Ownership by the Government Applicable if: (i) No alternative clause is used in accordance with paragraphs (c) (2) and (4) or paragraph (d) of FAR 27.303 (ii) The work is to be performed outside the United States, its possessions, and Puerto Rico by contractors that are not small business firms, nonprofit organizations as defined in FAR 27.301, or domestic firms.
52.228-5	Insurance--Work on a Government Installation
52.232-7	Payments for Time & Material/Labor Hour Contracts
52.232-20	Limitation of Cost
52.232-21	Limitation of Cost (Facilities)
52.232-27	Prompt Payment for Construction Contracts
52.234-1	Industrial Resources Developed Under Defense Production Act Title III
52.236-13	Accident Prevention
52.237-7	Indemnification and Medical Liability Insurance
52.243-1	Changes - Fixed-Price
52.243-2	Changes - Cost-Reimbursement
52.243-3	Changes - Time-and-Materials or Labor-Hours
52.243-4	Changes
52.243-5	Changes and Changed Conditions
52.243-6	Change Order Accounting
52.243-7	Notification of Changes
52.244-6	Subcontracts for Commercial Items
52.245-1	Government Property
52.245-8	Liability for the Facilities
52.245-17	Special Tooling
52.245-18	Special Test Equipment
52.246-1	Contractor Inspection Requirements
52.246-3	Inspection of Supplies - Cost-Reimbursement
52.246-5	Inspection of Services - Cost-Reimbursement
52.246-6	Inspection - Time-and-Material and Labor-Hours
52.246-7	Inspection of Research and Development - Fixed-Price
52.246-8	Inspection of Research and Development - Cost-Reimbursement
52.246-9	Inspection of Research and Development - (Short Form)
52.246-10	Inspection of Facilities
52.246-13	Inspection - Dismantling, Demolition, or Removal of Improvements
52.246-16	Responsibility for Supplies
52.247-63	Preference for U.S.-Flag Air Carriers
52.247-64	Preference for Privately-Owned U.S.-Flag Commercial Vessels
52.249-1	Termination for Convenience of the Government (Fixed Price) (Short Form)
52.249-4	Termination for Convenience of the Government (Services) (Short Form) (Not applicable to suppliers)
52.249-6	Termination (Cost-Reimbursement)
52.249-8	Default (Fixed-Price Supply and Service) (NOT applicable to suppliers)
52.249-11	Termination of Work (Consolidated Facilities or Facilities Acquisition)

DFAR:

252.204-7000	Disclosure of Information
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material
252.217-7012	Liability and Insurance
252.222-7000	Restrictions on Employment of Personnel
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials
252.225-7009	Duty-Free Entry-Qualifying Country Supplies (End Products and Components)
252.225-7010	Duty-Free Entry-Additional Provisions
252.225-7014	Preference for Domestic Specialty Metals
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
252.225-7019	Restriction on Acquisition of Foreign Anchor and Mooring Chain
252.225-7025	Restriction on Acquisition of Forgings
252.225-7037	Duty-Free Entry--Eligible End Products
252.227-7013	Rights in Technical Data-Noncommercial Items
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7016	Rights in Bid or Proposal Information
252.227-7018	Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program
252.227-7019	Validation of Asserted Restrictions--Computer Software
252.227-7033	Rights in Shop Drawings
252.227-7034	Patents--Subcontracts
252.227-7037	Validation of Restrictive Markings on Technical Data
252.227-7039	Patents—Reporting of Subject Inventions
252.235-7000	Indemnification under 10 U.S.C. 2354--Fixed Price
252.235-7001	Indemnification under 10 U.S.C. 2354--Cost Reimbursement
252.235-7002	Animal Welfare
252.235-7003	Frequency Authorization
252.239-7016	Telecommunications Security Equipment, Devices, Techniques and Services
252.244-7000	Subcontracts for Commercial Items and Commercial Components

Applies if order is over \$2,500

FAR:

52.225-13	Restrictions on Certain Foreign Purchases
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Applies if order is over \$10,000

FAR:

52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity
52.222-27	Affirmative Action Compliance Requirements for Construction
52.222-36	Affirmative Action for Workers with Disabilities
52.225-8	Duty-Free Entry

Applies if order is over \$30,000

FAR:

52.209-5	Certification Regarding Responsibility Matters
52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

Applies if order is over \$50,000

FAR:
52.248-3 Value Engineering—Construction

Applies if order is over \$100,000

FAR:
52.203-3 Gratuities
52.203-6 Restrictions on Subcontractor Sales to the Government
52.203-7 Anti-Kickback Procedures
52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.203-12 Limitation on Payments to Influence Certain Federal Transactions
52.215-2 Audit and Records—Negotiation
52.215-14 Integrity of Unit Prices
52.219-8 Utilization of Small Business Concerns
52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation
52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees
52.223-14 Toxic Chemical Release Reporting
52.227-1 Authorization and Consent
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement
52.246-2 Inspection of Supplies - Fixed-Price
52.246-4 Inspection of Services - Fixed-Price
52.246-12 Inspection of Construction
52.248-1 Value Engineering
52.249-2 Termination for Convenience of the Government (Fixed Price)
52.249-3 Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements)
52.249-5 Termination for Convenience for the Government (Educational and other Non-Profit Institutions)
52.249-9 Default (Fixed-Price Research and Development) (NOT applicable to suppliers)
52.249-10 Default (Fixed-Price Construction)
52.249-12 Termination (Personal Services)
52.249-13 Failure to Perform
52.249-14 Excusable Delays

DFAR:
252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
252.209-7000 Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty
252.247-7023 Transportation of Supplies by Sea
252.247-7024 Notification of Transportation of Supplies by Sea
252.249-7002 Notification of Anticipated Contract Termination or Reduction

Applies if order is over \$500,000

FAR:
52.230-2 Cost Accounting Standards
52.230-3 Disclosure and Consistency of Cost Accounting Practices
52.230-5 Cost Accounting Standards--Educational Institution

52.230-6 Administration of Cost Accounting Standards

DFAR
252.225-7026 Reporting of Contract Performance Outside the United States

Applies if order is over \$550,000

FAR:
52.219-9 Small Business Subcontracting Plan

Applies if order is over \$650,000

FAR:
52.214-26 Audit and Records—Sealed Bidding
52.214-28 Subcontractor Cost or Pricing Data—Modifications—Sealed Bidding
52.215-10 Price Reduction for Defective Cost or Pricing Data
52.215-11 Price Reduction for Defective cost or Pricing Data – Modifications
52.215-12 Subcontractor Cost or Pricing Data
52.215-13 Subcontractor Cost or Pricing Data - Modifications

Applies if order is over \$1,000,000

DFAR:
252.211-7000 Acquisition Streamlining
252.225-7032 Waiver of United Kingdom Levies

COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS APPLICABLE TO SUBCONTRACTOR AGREEMENTS NOT COVERED BY FAR:

Subcontractor shall comply with cost principles of OMB Circular A-21, "Cost Principles for Educational Institutions," OMB Circular A-87, "Cost Principles for State and Local Governments," or OMB Circular A-122, "Cost Principles for Non-Profit Organizations."

AUDIT REPORT AND OTHER CLAUSES FOR SUBCONTRACTOR AGREEMENTS:

AUDIT REPORTS

Subcontractor shall comply with the requirements of OMB Circular A-133. Subcontractor further agrees to provide awarding institution with copies of any of the independent auditors' reports which present instances of non-compliance with federal laws and regulations which bear directly on the performance or administration of this Agreement. In cases of such non-compliance, subcontractor will provide copies of responses to auditors' reports and a plan for corrective action. All records and reports prepared in accord with the requirements of OMB Circular A-133 shall be available for inspection by representatives of awarding institutions or the government during normal business hours.

AUDIT COSTS

Subcontractor agrees that it shall be solely responsible for all costs to conduct any independent audit as required by OMB Circular A-133 for assuring compliance under this subaward.

DISALLOWANCES

Subcontractor agrees that it shall be solely responsible for reimbursing the University for all costs which may be disallowed as a result of non-compliance with any applicable laws, rules or regulations.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS (MAY 1989)**

The Offeror certifies, to the best of its knowledge and belief, that--

(a) The Offeror and/or any of its Principals--

(i) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(ii) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(iii) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (ii) above.

(iv) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

"Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to

contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Signature

Date

Title

Company

**CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO
INFLUENCE CERTAIN FEDERAL TRANSACTIONS**

(a) The offeror certifies to the best of his or her knowledge and believe that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) The language of this certification shall be included in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(b) Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure.

Signature

Date

Title

Company