

REQUEST FOR PROPOSALS (RFP) NO. 17-0109
TO
PROVIDE A
DOCUMENT IMAGING AND MANAGEMENT SYSTEM
FOR THE
UNIVERSITY OF HAWAI'I SYSTEM
UNIVERSITY OF HAWAI'I
HONOLULU, HAWAI'I

SEPTEMBER, 2016

BOARD OF REGENTS
UNIVERSITY OF HAWAI'I
HONOLULU, HAWAI'I

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NOTICE TO OFFERORS

PROPOSAL FORMS for Request for Proposals (RFP) No. 17-0109, Provide A Document Imaging and Management System for the University of Hawai`i System, Honolulu, Hawai`i, will be available from and received in the OFFICE OF PROCUREMENT AND REAL PROPERTY MANAGEMENT, UNIVERSITY OF HAWAI`I, 1400 LOWER CAMPUS ROAD, ROOM 15, HONOLULU, HAWAI`I 96822, no later than **2:30 p.m., HST, October 20, 2016.** Proposals received after the time and date fixed for submission will not be considered.

Vendors located outside the Island of Oahu, Hawai`i, USA, may request an official 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 Karlee Hisashima, (808) 956-8687.

David Lassner
President, University of Hawai`i

Posting Date: September 19, 2016

****Vendors downloading the RFP shall be responsible for notifying Karlee Hisashima, (e-mail: karlee@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 Hawai`i to solicit proposals from Offerors who wish to be considered to Provide a Document Imaging and Management System for the University of Hawai`i System, Honolulu, Hawai`i.

1.2 AUTHORITY

This Request for Proposals (RFP) is issued under the provisions of the Hawai`i 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 current operations, minimum qualifications of the Offeror, minimum required functionality and desired features.

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 Hawai`i.

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>September 19, 2016</u>
Closing Date for Submission of Questions	<u>October 3, 2016</u>
University Response to Offeror's Questions	<u>October 12, 2016</u>
Closing Date for Receipt of Proposals	<u>October 20, 2016</u>
Proposal Review Period	<u>October 21, 2016 – November 10, 2016</u>
Oral Presentations of Proposals	<u>November 11 – November 18, 2016</u>
Closing Date for Submittal of Best and Final Offers	<u>November 28, 2016</u>
Best and Final Offer Review Period	<u>November 29 – December 9, 2016</u>
Offeror Selection and Start of Award Process	<u>December 10, 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. The deadline for submission of written questions is 4:30 p.m., H.S.T., on October 3, 2016.

1.6 SUBMISSION OF PROPOSALS

Offerors shall submit Appendix A, Proposal Checklist, and all items on the checklist.

Offerors shall submit ONE (1) original copy, ONE (1) additional hard copy, and ONE (1) soft copy on CD, DVD or flash drive of the proposal. Hard copy proposals shall be submitted in 3-ring binders. Proposals shall be tabbed and shall use the same section titles used in Section 3: PROPOSAL REQUIREMENTS.

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 shall be subject to disqualification. Offerors shall be concise in responding to the requirements. CDs shall contain the same information as that found in 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 Hawai'i, no later than 2:30 p.m., H.S.T., on October 20, 2016.

Proposals shall be mailed or delivered to:

Office of Procurement and Real Property Management
University of Hawai'i
1400 Lower Campus Road, Room 15
Honolulu, Hawai'i 96822

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

The outside cover of the package containing the proposal shall be marked:

Office of Procurement and Real Property Management
University of Hawai'i
1400 Lower Campus Road, Room 15
Honolulu, Hawai'i 96822
RFP No. 17-0109 to Provide A Document Imaging and Management System,
University of Hawai'i
(Name of Offeror)

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:

- The proposal shows any noncompliance with applicable law.
- The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.
- 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.
- 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 Hawai'i. The Procurement Officer responsible for overseeing the contract is Mr. Duff Zwald, Director of the Office of Procurement and Real Property Management.

1.10 TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The individuals listed below are the Technical Representatives of the Procurement Officer (TRPO):

Lane Fukuda, Project Manager
University of Hawai'i System
2520 Correa Road, IT Center, 6th Floor
Honolulu, Hawai'i 96822
Telephone: (808) 956-7451
Email: lanef@hawaii.edu

1.11 ISSUING OFFICER

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

Karlee Hisashima, Associate Director
Office of Procurement and Real Property Management
University of Hawai'i
1400 Lower Campus Road, Room 15
Honolulu, Hawai'i 96822
Telephone: (808) 956-8634
Facsimile: (808) 956-2093
Email: karlee@hawaii.edu

1.12 CHANGES TO OFFEROR'S FEE

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

1.13 RFP AMENDMENTS

The University reserves the right to amend the RFP at any time prior to the closing date.

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 award 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

ADA – Americans with Disabilities Act of 1990

Banner – Ellucian Student Information System.

DIMS – Document Imaging and Management System

EM – Enrollment Management

FERPA - Family Educational Rights and Privacy Act of 1974. Federal law protecting 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.

ITS – Information Technology Services (University of Hawai`i System Office which provides services across a broad range of computing and communications technologies that support learning, teaching, research, public services and administration.)

OCR – Optical Character Recognition

Offeror – Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a proposal for the requested services.

RDBMS – Relational Database Management System

Scalable - Ability to increase total throughput under an increased workload, maximum supported users, and storage capacity by adding additional resources, such as hardware and/or network bandwidth.

Single sign-on – The ability for users to log on once to a network and be able to access authorized resources within the enterprise. A single sign-on program accepts the username and password and automatically logs on to all appropriate servers as requested.

UH - University of Hawai`i system of ten campuses

2.2 INTRODUCTION/BACKGROUND

There is a great need to implement an efficient document imaging system (DIMS) for all areas of the University. Whether it is for admitting students or hiring employees, the amount of paper that is required for a university to process is unfathomable. The culture of sharing documents with other departments replaces the old method of each department making copies of documents for their own use, thereby asking the student to repeatedly submit the same document for two different departments. Document imaging will greatly increase the efficiency of University departments and provide

better customer service to the administration, faculty, staff, or students. The primary objective for the University is to reduce the use of paper, reduce physical storage needs, reduce the duplication of work, and increase the efficiency of document processing.

These are the University areas that will benefit from document imaging, including but not limited to: Admissions Office, Student Records Office, Financial Aid Office, Human Resources, Counseling Office, Retention Offices, Assessment and Accreditation Office, and school/department/division offices. These offices will require more than the core document processing. Each office will require electronic workflows or routing that mimics current paper processes to accomplish their goals for each document.

The University of Hawai'i is a multi-campus system of post-secondary education located in the State of Hawai'i. TEN (10) campuses and SEVEN (7) education centers are located on the islands of Kaua'i, Lana'i, O'ahu, Moloka'i, Maui, and Hawai'i. Student headcount enrollment is approximately 59,000 with 10,500 faculty and staff dispersed throughout 10 campus locations. Currently, the University of Hawai'i System does not have a system-wide document imaging solution. Units across the University of Hawai'i System use several solutions for their departmental needs.

2.2.1 Identity Management System

The University provides centralized identity management functions and provides authentication services utilizing the Central Authentication Service (CAS) and Shibboleth authentication technologies as well as LDAP (Red Hat Directory Server 389ds version). The Document Imaging and Management System (DIMS) shall be able to utilize these management and authentication services.

2.2.2 Student Information System

The University of Hawai'i uses the Banner Student Information System (SIS) provided by Ellucian. This client/server application supports student admissions, enrollment, financial aid and accounts receivable processes. The SIS runs in a VMware/Red Hat Linux server environment. This is a purchased product that has undergone significant site-specific customization and enhancement.

The Banner Student Information System integrates services across different academic and student support functions for all ten UH campuses using Banner's Multi-Entity Processing (MEP) and Oracle's Virtual Private Database (VPD) functionality. The transactional database supporting the Banner system is using the Oracle Relational Database Management System (RDBMS), and the system security is a role-based implementation utilizing Fine-Grained Access Control (FGAC) VPD enhancements. The Banner Identification Management team has responsibility over defining and approving group privileges and roles.

2.2.3 Enterprise Systems Environment

Information Technology Services installs, configures, documents, maintains, and optimizes hardware that includes Brocade switches and load-balancers, Checkpoint firewalls, Cisco switches and servers, Dell servers and disk arrays, Hitachi disk arrays, IBM disk arrays and Oracle Sun servers. Solaris (Solaris being phased out), VMware, Red Hat Enterprise Linux, and Windows Server are the current supported operating systems. Oracle version 11.2, MySQL and Microsoft SQLServer are the current supported database management systems. Ansible, Apache, Cognos, Git, Jasper Reports, Jenkins, Oracle Application Servers, Puppet, Ruby on Rails, Subversion, Tomcat, Zabbix, and 389ds are some of the supported application software. C, Java, Perl, Python, Rex and UNIX shell scripting are some of the programming languages.

2.2.4 Enterprise Application Development Environment

Information Technology Services develops, integrates, customizes, and supports Java web administrative applications using Java, HTML, JavaServer Pages, JavaServer Pages Standard Tag Library, Spring, Spring MVC, Spring WebFlow, Struts. The ITS development environment also includes database management systems such as Oracle and MySQL; JavaScript, Apache Ant, Maven, Tomcat, XML, XSLT, SOL, JUnit, DbUnit, Selenium, Subversion, GIT and Eclipse. ITS uses SOAP (Simple Object Access Protocol) and REST (Representational State Transfer). The Document Imaging Management System (DIMS) shall be compatible with items described in section 2.3, Overview of the Scope of Work.

2.2.5 University of Hawai'i System Major Applications

- Banner Student Information System
- Kualii Financial System (KFS)
- PeopleSoft Human Resources System
- Kualii Coeus (MyGrant)
- Sakai (Laulima)
- AssetWorks (AIM)
- Numerous internal applications

2.2.6 Benefits of Document Imaging

The document imaging process begins with the conversion of paper documents into electronic files, which eliminates duplication procedures, cumbersome distribution, misplaced documents and recurring storage costs. Digitizing paper ultimately reduces operating expenses and overhead and enables more efficient distribution and control of files and records throughout the organization.

All document imaging systems shall have these seven basic components:

- Capture and import documents into the system.
- Method for storing and archiving documents.
- Indexing and retrieval to locate documents.
- Distribution for exporting documents.
- Workflow for business processes.
- Security to protect documents from unauthorized access
- Ability to annotate and redact text on the document image.

The document imaging and management system platform shall have the ability to export as well as restrict indexed documents from the system in their original format. If the solution exports documents in a modified format, the vendor shall explain the details in the RFP response.

2.2.7 Benefits of Workflow

In a paper environment, considerable time can be spent on manual data entry, delays in the approval process, lost documents and inefficient workplace procedures. The benefit of workflow involves creating automated actions in a business process, which ensures information is available to the right people at the right time.

The goals of a workflow process are to:

- Eliminate paper. Information is readily available.
- Reduce errors
- Manage repetitive tasks
- Gain workplace efficiency
- Improve communication

The Document Imaging and Management System shall achieve all these goals.

2.3 OVERVIEW OF THE SCOPE OF WORK

The Offeror shall provide an electronic solution for management of document images and workflow for business processes. The solution shall include the following features:

2.3.1 Scanning

The document imaging and management system shall support high-speed color scanners having (but not limited to) the following options/features:

- Duplex scanning
- Automatic document feeder
- Auto cropping

- Image enhancements
- Accept varying paper sizes (up to tabloid 11" x 17")
- User-friendly calibration
- Easy to maintain and clear paper jams
- Capture images in color (if desired)
- Store documents in standard file types such as Adobe Acrobat (.pdf), image formats (.png .tiff, .jpg, .gif, etc.), Microsoft Office (Word, Excel Powerpoint and Outlook), rich text (.rtf) and text (.txt)
- Scanner speed up to 100 pages per minute or more
- Auto orientation
- Batch scanning
- Provide local technical support

2.3.2 Index and Import

The system shall have the ability to:

- Index managed documents
- Allow import of externally generated electronic documents
- Allow for conversion of existing documents stored in other imaging databases to be imported easily (i.e., images stored in DocuXplorer, etc.)

2.3.3 Ease of Use and Compatibility

- The system shall be multi-platform capable and support the latest versions of Microsoft Windows, Linux and Mac OS X end user environments.
- The servers run on Red Hat Enterprise Linux in a VMware (vSphere 6.0) environment.
- The system shall allow secure client web-based access that is compatible with major Internet browsers such as Apple Safari, Google Chrome, Microsoft Internet Explorer, Microsoft Edge, Mozilla Firefox, etc. The system shall be able to support the latest version of all manufacturer supplied versions. Web interface shall be full functioning with preferably a small footprint allowing for minimal effort to install and maintain on workstations.
- Searching for records is a must, so the system shall scan documents utilizing OCR technology, capable of full text search for word(s) or phrase(s), and the ability to edit, highlight, and redact text.
- The Offeror shall provide support for technical troubleshooting, workflow enhancements, end-user training, and system upgrades.
- The system shall be capable of providing a real-time interface to University of Hawai'i systems and applications (see the list of University of Hawai'i System Major Applications) allowing for changes to be seen immediately, rather than having to wait for a batch process to complete.
- The system shall have an extensive API library to allow integration into other University of Hawai'i systems.

- The system shall use an open database allowing for applications such as Crystal Reports to create custom reports.
- Preferably, the system shall make use of non-proprietary applications and programming languages so that extensive learning of new applications/programming languages is not required.
- The system shall allow for electronic signatures as part of the workflow process.

2.3.4 Security

The system will have to obtain role@campus data from CAS (or Shib) and then internally process the security policy in order to determine what resources and functions are to be provided to the individual. CAS (or Shib) will provide scoped "student", "faculty", "staff", "other" roles. The system may have, internally additional roles used to customize a person's security profile (authorizations). These additional roles would be managed by the system's security administrator.

- The system shall be able to enforce security policies that will segregate data by campus. The solution shall be able to restrict access to documents, forms and workflows by roles based on security. This could be broken down by campus, department and roles within a department.
- Security policies shall be implemented at an inter-campus level to restrict access to documents based on the campus affiliation of the staff member.
- Security policies shall also be in place to limit access to specific types of documents based on the user's official role.
- Access levels shall define a user's ability to: add/index, view, modify, and delete managed documents.
- The system shall be able to redact specified documents.
- The solution shall provide redaction on the fly as documents are displayed as well as the ability to remove redaction for authorized roles. If the solution can permanently redact the original document, please describe the functionality.
- The system shall be able to integrate with existing University of Hawai'i authentication technologies such as Shibboleth and CAS.
- All documents, scans and related metadata will remain on local systems.
- Audit trails shall record all users' and administrators' activities and be protected from tampering and deletion for both the application and database layer.
- The vendor shall immediately notify UH of forthcoming and available security updates.

2.3.5 Workflow

The system shall provide workflow management.

- Current manual procedures shall be able to be defined and translated into workflow steps with electronic triggers automatically prompting staff for action (an example of such a process requiring translation into workflow is the movement of an application through the admissions review process).
- Each step completed in a workflow shall progressively trigger the next in the series until all successive tasks have been completed with proper approvals.
- The system shall be able to oversee, monitor, and track documents in conjunction with workflow events. The system shall be able to define user roles, create notifications and generate reports.
- The system shall have the ability for a developer to create customized forms.
- The system shall be able to utilize Banner Student Information System forms.
- The system shall be able to integrate content into existing Banner forms or to integrate additional workflow into Banner forms.
- The system shall be able to integrate with existing UH workflows including Quali RICE/Core and Banner workflows. The system should be able to augment existing Quali RICE/Core workflows. There are no workflows with Banner at this time, but there are plans to implement workflow in the near future.

2.3.6 Retention and Records Management

The system shall have a method of enforcing flexible retention rules for managed electronic documents just as they exist for physical files such as paper applications and transcripts. The retention rules will vary for different units and/or campuses within the University; however, the system must have the minimum functionality:

- Retention by group and record.
- Automated retention with hold capability.
- Versioning capability.

2.3.7 Privacy Requirements

Design of system must adhere to the basic FERPA compliance requirements that permit access to confidential student information only to school officials with a legitimate education interest within the scope of his/her official duties.

The design of the system must protect any Protected Health Information as defined by HIPAA. HIPAA Security Rules include Administrative, Physical and Technical safeguards. General rules include: Ensure confidentiality, integrity, and availability of all ePHI (Protected Health Information that is created,

stored, transmitted or received electronically) that the covered entity or business associate creates, receives, maintains or transmits.

Technical safeguards include:

- Unique user identification
- Automatic logoff
- Emergency access
- Encryption and decryption (data at rest and data in transit)
- Audit controls
- Integrity controls

2.3.8 System Management and Maintenance

The system should be client hosted and manageable. The client shall be licensed to install and establish development, test, training, staging and production environments. The vendor is to provide software updates, training, and technical support.

2.3.9 Training and Documentation

- The Contractor shall provide user manuals for all services selected by the University. Manuals must be provided in both printed and CD-ROM format. The University shall be given the right to reproduce a sufficient number of manuals for internal use only.
- System administration training and end-user training must be provided prior to implementation of the system as well as prior to any major system upgrades, as appropriate.

2.3.10 Technical Support

During implementation, technical support shall be available either locally or remotely, Monday- Friday, between the hours of 8:00AM-5:00PM, HST.

2.3.11 Migration/Conversion of Existing Document Imaging Systems

Contractor shall be able to migrate and/or convert data from any existing stand-alone repositories or University document management systems such as Docushare, Nolij, Documentum, DocuXplorer and Sharepoint into the contractor provided new University of Hawai'i system-wide document imaging system. Services will be determined on a case by case basis unless specified in this RFP.

2.4 STATEMENT OF WORK

The Contractor shall work with the University of Hawai'i to provide a document imaging and management system with workflow processing as well as migrate/convert data from any existing stand-alone University document imaging system to the new system-wide document imaging system.

2.4.1 Enterprise Licensing

- Must include fees enterprise wide and all locations:
- Application License Fee (5 environments- Dev, Test, Staging, Training, Production)
- User License Fees (Concurrent for all faculty, staff and multiple environments)
- Maintenance Fees
- 3 Years / Annual cost per year

2.4.2 System Environment

- Provide design and architecture
- Centrally located hub - server and storage.
- Compatible with VMware.
- Appropriate redundancy to avoid single point failures.
- Scalable.
- Security controls.
- Response times for system and end users consistent with industry standards.

2.4.3 Implementation Services

Base Implementation- detailed in Appendix I, Project Implementation Plans

- Information gathering regarding interfaces to University of Hawai'i System Major Applications
- Acquire hardware (University of Hawai'i provides)
- Install and configure system for development, test, training, staging and production environments
- Test connectivity
- Set up accounts
- Define and create security roles
- Set up record retention rules
- Implement and test typical queries, permissions and document types to be able to scan, store and retrieve documents
- Provide Administrator basic training
- Scan, Store, Retrieve functionality
- System Administration
- Documentation
- Go live support with scan, store, and retrieve
- End user training and documentation for scan, store, and retrieve.

Option 1: Workflow- detailed in Appendix I, Project Implementation Plans

Plan, design and implement an electronic business process workflow for one administrative function.

- Initiate design of a specific workflow.
 - Meet with department(s) for discovery sessions.
- Incorporate UH provided documentation of existing manual departmental processes.
- Includes drafting a client requirements document for final development crafting and implementation. This includes process improvement recommendations.
- Include external database integration (Banner, PeopleSoft, etc.) for up to three external production databases.
- Automate information flow based on defined roles, inputs and outputs.
- Be able to track and locate a folder and status at any given time.
- Include up to 40 workflow steps and 8 automated web workflow steps.
- Any customized forms will reside within the application and be accessed from a web browser.
 - Forms may contain data retrieved from external databases (e.g. Banner) as well as custom form information, which may be used to perform validation checks and determine whether workflow movement is appropriate.

Option 2: Migrate UH Manoa Document Imaging Application (Dates to be determined and mutually agreed upon) - detailed in Appendix I, Project Implementation Plans

- Migrate UH Mānoa application.
 - Perceptive Software Nolij Web Version 6.7.17 b8296
 - Migrate all data, documents, annotations, document types, index values, accounts, security roles and other metadata included.
- Nolij is integrated with the Banner Student Information System.
- Re-build existing workflow steps and electronic forms which integrate with Banner throughout the workflow process, in the new system.
- Re-build existing custom feeders to parse multi-person PDF documents into individual PDFs and automatically index them into the workflow.
- UH Mānoa- Three Departments
 - Admissions, Financial Aid, Registrar
 - 1 Admissions Workflow
 - 35 automated routing procedures
 - Up to 20 integration points with Banner, which includes up to 8 query functions.
 - 6 Electronic Workflow Forms
 - Up to 75 fields each
 - Banner read and update functions

Option 3: Migrate UH West O'ahu Document Imaging Application (Dates to be determined and mutually agreed upon) - detailed in Appendix I, Project Implementation Plans

- Migrate UH West O'ahu application.
 - Perceptive Software Nolij Version 6.8.8_b608
 - Migrate all data, documents, annotations, document types, index values, accounts, security roles and other metadata included.
- Nolij is integrated with the Banner Student Information System.
- Re-build existing workflow steps and electronic forms which integrate with Banner throughout the workflow process, in the new system.
- Re-build existing custom feeder to parse multi-person PDF documents into individual PDFs and automatically index them into the workflow.
- UH West O'ahu- Five Departments
 - Admissions, Financial Aid, Registrar, Information Technology, Advising Office
 - 1 Admissions Workflow
 - 35 automated routing procedures
 - Up to 20 integration points with Banner
 - 8 Electronic Workflow Forms
 - Up to 75 fields each
 - Banner read and update functions

2.4.4 Training

Administrator training and End User training (Train the trainer) shall be conducted on-site.

- Administrator training - Base Implementation
 - Scan, Store Retrieve
 - System maintenance and support
- End User training - Base Implementation
 - Scan, store, retrieve
 - Train the trainer
- Advanced Administrator training (Option 1)
 - Workflow development
 - Customized electronic forms creation
- End User training (Option 1, 2, 3)
 - Workflow for one office
 - Train the trainer

2.4.5 Custom Development

University departments may request the Contractor to provide custom development to suit its individual needs. Upon receipt of such request, the Contractor shall prepare and submit to the University a written response that includes a general statement of work relating to the functionality, interoperability and performance of the requested custom development. If the University issues a written order for the custom development, the Contractor shall provide a Statement of Work for such custom development in accordance with the hourly rates established herein. Upon the University's approval of the custom development Statement of Work, the Contractor shall perform the custom development in accordance with the terms of the Statement of Work and the contract. The University shall have the right to terminate the custom development project upon thirty days advance written notice. In such event, the Contractor shall discontinue the custom development and the University shall pay to the Contractor the cost of any such custom development provided, pro-rated, as appropriate and the cost of actual expenses incurred by the Contractor, subject to approval by the University.

- Establish hourly services rate(s) for a 3 year period. (Appendix J)
- The hourly rate may be graduated within the 3 year period. (Section 5.9)

2.5 MINIMUM QUALIFICATIONS OF OFFEROR

The intent of this RFP is to provide the University of Hawai'i System with a system-wide document imaging solution. The University believes that the Offeror's previous experience, financial capability, expertise of its personnel, and related factors are important in assessing the Offeror's potential to meet the University's goals and objectives. Accordingly, prospective Offerors must conform to the following minimum qualification standards and provide the required information in order to be considered for award. Offerors shall complete Appendix C, Offeror Minimum Qualification Matrix, to help establish that all minimum qualifications have been met.

2.5.1 Offerors must:

- Have expertise in installing/deploying document imaging and management systems in institutions of higher education.
- Shall provide a list of similar installations (minimum of 3) successfully completed by the Offeror and available for inspection. Similar is intended to mean:
 - Equivalent to or larger in size or scope
 - Utilization of the same or similar systems as proposed in the Offeror's response.\
- Shall provide contact information for the above references (Appendix F) which includes:
 - Name of Company
 - Address of Company

- Name of Contact
- Address of Contact
- Telephone Number
- FAX Number
- E-Mail Address
- Business Description

The University may contact all of the references. The Offeror shall clear such contact with the reference so as to avoid any communication problems or "proprietary information" problems with the reference.

2.5.2 Offeror must disclose:

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

2.5.3 Offeror must:

- Possess all trade, professional, or business licenses as may be required by the work contemplated by this RFP.
- Operate within the guidelines of all federal and state labor laws.
- Comply with all applicable Equal Employment Opportunity laws.
- Obtain the necessary insurance as specified in Section 5.3 of SPECIAL PROVISIONS.

2.6 MINIMUM REQUIREMENTS

2.6.1 Minimum Functional Requirements

- Easily maintained in a secure manner.
- Integrate and Authenticate user access following UH security standards.
- Provide an easy-to-use browser front-end interface.
- Client customizable workflow.
- Customize forms.
- Retention management.
- ADA compliant. Section 508.
- Scan, store, and retrieve documents.
- Indexing and Keyword search.
- Generate reports on system performance and ad hoc user reports.

- Ability to Migrate existing Nolij (Lexmark) applications on two University campuses as required in 2.4.3 Implementation Services, Options 2 and 3.
- See 2.3.1 requirements for scanning.

2.6.2 Minimum Technical Requirements

- Encrypt login and file transmissions.
- Browser compatibility with Linux, Microsoft Windows and Macintosh operating systems.
- Offeror to provide recommendation for scanners.
- Vendor provided technical support for end-users and administrative users.
- Mutually agree on performance benchmarks.
- See section 2.2.3 Enterprise Systems Environment.

2.7 DESIRED FEATURES

- 2.7.1 Consultation and training within Hawai`i Standard Time (HST) Monday – Friday 8:00 AM – 5:00 PM.

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. Offerors shall prepare a written proposal that will fully describe the qualifications and availability of the Offeror to provide the services specified herein. In addition, Offerors shall describe the costs that the Offeror proposes in response to this RFP. The proposal shall include, without limitation, all of the information set forth below in 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, ADMINISTRATIVE OVERVIEW.

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 Minimum Qualification Matrix shown in Appendix C and referred to in Section 2.5 shall be submitted together with all of the required information to establish that all minimum qualifications have been met.

3.5 COMPANY HISTORY AND ORGANIZATION (APPENDIX D)

- 3.5.1 Provide your company's mission statement and organization chart.
- 3.5.2 Describe your company's organizational and strategic commitment to the higher education industry.
- 3.5.3 How many years has your company been offering document imaging and management solutions to the higher education industry?
- 3.5.4 Describe how your company has provided a successful document imaging installation at institutions of higher education with multiple entities of similar size, complexity and business volume. How did you measure this success?
- 3.5.5 What differentiates your service from that of other providers?
- 3.5.6 How will your company respond to software defects?

3.6 PROFESSIONAL SERVICES (APPENDIX E)

- 3.6.1 What is your rate structure for professional services?
- 3.6.2 What kinds of packages for professional services, if any, are available?
- 3.6.3 How much lead time is generally needed to schedule professional services engagements? What lead times are generally needed to schedule professional services of those that are in strong demand?
- 3.6.4 How would your company handle user required system interfaces? For example, interfacing with the University's student information system may be desired in the future.
- 3.6.5 Provide THREE (3) resumes of employees that are often engaged by customers for general implementation, workflow implementation and application integration. Please specify for each the employee's relationship with the Offeror's company (full-time staff, part-time, contract hire, subcontracted, etc).
- 3.6.6 Define and provide examples of Statements of Work and Exit Documents submitted when engagements are concluded.

3.7 CUSTOMER SUPPORT (APPENDIX F)

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

- 3.7.1 Furnish the University with your company's service level standards. Include your company's Service Level Agreement(s).
- 3.7.2 Describe how customer support is handled during implementation, testing, and after implementation.
- 3.7.3 Describe training methods used (in person, web-based, user group conferences).
- 3.7.4 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 higher education industry.

- 3.7.5 What penalties are contractually memorialized for situations where your company is not able to achieve agreed-upon service level standards?

3.7.6 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.

3.8 TRAINING AND DOCUMENTATION (APPENDIX G)

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

3.8.1 Describe your pre-implementation, implementation and ongoing training program.

3.9 SYSTEM AND TECHNICAL CAPABILITIES (APPENDIX H)

The Offerors must address their company's technical capabilities as referred to in Section 2.3, 2.4, 2.5 and 2.6 and as they relate to the following issues and questions.

3.9.1 Hardware Platform and Fit

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

3.9.2 Software Platform and Fit

Describe the document imaging and management system software platform and how it fits into the University's enterprise application development environment.

3.9.3 Enterprise Application Integration

Describe the document imaging and management system software platform and how it can integrate with the University's major system applications as described in section 2.2.5.

3.9.4 Security

- Describe how scanning and OCR error/discrepancies are handled.
- Describe the encryption and decryption process used to protect sensitive files.
- Describe the privacy controls around the PDF files (e.g. redaction, printing restrictions, etc.)

3.9.5 Solution Demonstration

Offeror shall present to the evaluation committee a web-based presentation demonstrating how the Offeror's system meets or exceeds the University's

requirements as outlined in sections 2.3 – Overview of The Scope of Work and 2.4 – Statement of Work. The Offeror’s formal presentation shall not exceed SIXTY (60) minutes. Extra time at UH’s discretion may be allowed for questions and answers.

3.10 PROJECT IMPLEMENTATION (APPENDIX I)

- 3.10.1 Describe the support provided during implementation, including technical assistance, user manuals, instructional and/or educational materials, on-site visits, or other assistance.
- 3.10.2 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.
- 3.10.3 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.
- 3.10.4 Complete Appendix I, Project Implementation Plans, outlining the tasks involved with implementation of the Statement of Work, Sections 2.4.2, 2.4.3 and 2.4.4. There should be one plan for the Base Implementation and for each Option 1-3.

3.11 COST PROPOSAL (APPENDIX J)

- 3.11.1 All costs shall be projected out THREE (3) years from the project start date. Complete Appendix E, Cost Proposal. **All rows in Appendix J must be completed. If there are no costs associated with any item, an N/A designation shall be indicated and the vendor is not to assess any cost for that line item. If any item has a partial cost, it must be disclosed with an explanation. If Appendix J is not fully completed, with disclosures, the cost proposal points will not be included in the overall point evaluation.**

3.12 REFERENCES (APPENDIX K)

Complete Appendix K, References.

Provide three (3) references, two (2) of which are higher education institutions. It is desirable to have all references be from higher education institutions using your system for continuing education in a multiple campus system.

For each referenced institution, furnish the company/university name, address, phone number, email and title of at least ONE (1) individual currently employed in the document imaging area and ONE (1) individual currently employed in the information technology services area who is responsive and able to answer questions.

The University reserves the right to contact the references 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. A contract will be awarded to the responsive, responsible Offeror whose proposal, in the sole opinion of the University of Hawai'i, represents the best overall value to the University.

Proposals will be examined for quality of recommendations to determine the effectiveness of the proposal in meeting University requirements for a document imaging and management system, including but not limited to the proposals responsiveness to all specifications, quality of the Offerors products or services, ability to perform the services, and general responsibility as evidenced by past performance. Price and discounts, although a factor, will not be the sole determining factor in award of the contract.

4.1 REVIEW OF MINIMUM REQUIREMENTS

In order to be considered for evaluation, a submitted 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. Failure to meet the minimum requirements will be grounds for deeming the proposal nonresponsive to the RFP and rejection of the proposal. Only those proposals meeting the minimum requirements will be considered for evaluation.

A. MINIMUM REQUIREMENTS FOR THE PROPOSAL

1. Appendix A, Proposal Checklist
2. Appendix B, Proposal Letter
3. Appendix C, Offeror Minimum Qualification Matrix
4. Appendix D, Company History and Organization
5. Appendix E, Professional Services
6. Appendix F, Customer Support
7. Appendix G, Training and Documentation
8. Appendix H, System and Technical Capabilities
9. Appendix I, Project Implementation
10. Appendix J, Cost Proposal
11. Appendix K, References
12. Annual report or financial statement
13. Disclosures of bankruptcy, pending judgments, debts, disputes, claims, etc.
14. Required licenses
15. Compliance with all federal and state labor laws
16. Compliance with Equal Employment Opportunity laws
17. Ability to obtain necessary insurance

4.2 EVALUATION PROCESS

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly, and impartially. A contract will be awarded to responsive, responsible Offeror 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 conduct an evaluation of all proposals which meet the minimum requirements and will collectively score each proposal submitted.

An initial evaluation of all proposals received shall be conducted based on the criteria set forth below in Section 4.2.1, Initial Evaluation. Each individual on the evaluation committee will provide scores for each Offeror not to exceed the maximum amount of points allowed (110 points) for the initial evaluation. The University will select the top THREE (3) Offerors receiving the highest total score for the initial evaluation.

The top THREE (3) Offerors as determined by the initial evaluation shall be required to give a web-based presentation of their proposal to the evaluation committee. The Technical Representative shall contact the top three offerors of the initial evaluation to schedule a date and time for the web-based presentations.

The final evaluation shall be based on the criteria set forth below in Section 4.2.2, Final Evaluation. Each individual on the evaluation committee will provide scores for each Offeror not to exceed the maximum amount of points allowed (120 points) for the final evaluation. The score of the evaluation committee will be totaled for each Offeror).

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

The University reserves the right to bypass the initial evaluation and move straight into the final evaluation in the event that only three proposals or less are received.

4.2.1 Initial Evaluation

A) Background of Firm (15 Points Maximum)

- 1) Does the Offeror have a strategic commitment to higher education?
(2 points maximum)
- 2) How long has the Offeror been in business (2 points maximum)
- 3) Has the Offeror demonstrated ability to successfully implement solutions and retain effective working relationships with their client base? (5 points maximum)
- 4) Do the references represent institutions comparable to UH?
(6 points maximum)

B) Technical Work Plan (35 Points Maximum)

- 1) Does the Offeror understand the needs of UH Systems to satisfy the requirements of the RFP? (5 points maximum)
- 2) Does the Offeror provide evidence of ability to interface directly with UH ERP Systems? (6 points maximum)
- 3) How useable is the end user interface in regards to displaying both document and Banner information? (5 points maximum)
- 4) Does Offeror provide an acceptable service level agreement? (3 points maximum)
- 5) Has the Offerors submitted a plan to provide suitable (accessible/qualified) staffing to service the UHM under the contract? (6 points maximum)
- 6) Does the Offeror provide administrative and end-user training (including manuals)? (5 points maximum)
- 7) What level of support will be provided given that UH Systems is located in the Hawaii Standard time zone? (5 points maximum)

C) Cost Proposal (35 Points Maximum)

- 1) Lowest proposal price for the enterprise document imaging and management system (total price as indicated in Appendix J). **All rows in Appendix J must be completed. If there are no costs associated with any item, an N/A designation shall be indicated and the vendor is not to assess any cost for that line item. If any item has a partial cost, it must be disclosed with an explanation. If Appendix J is not fully completed, with disclosures, the cost proposal points will not be included in the overall point evaluation.** (35 points maximum)
- 2) All other proposal prices for the document imaging and management system. (n points) $n = 35 \times (\text{lowest cost proposal}) / (\text{cost of proposal})$, rounded to the nearest whole dollar.

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 shall be equal to the lowest proposal price multiplied by the maximum points available for proposal cost which is divided by the higher proposal cost.

Example: Maximum points for cost = 35 points

Offeror A's total cost: \$50,000 (Lowest Cost) - Awarded 35 points

Offeror B's total cost: \$55,000 (Higher Cost) - Awarded 31.81 points
[35 x (\$50,000/\$55,000)] = 32 points (rounded)

D) Quality of Previous Work (10 Points Maximum)

- 1) Does the Offeror have a proven track record of its capability to perform the requirements of this RFP? (8 points maximum)
- 2) Does the Offeror have a sound reputation and developed goodwill in the information technology industry and business community? (2 points maximum)

E) Project Staff (10 Points Maximum)

- 1) Did the Offeror provide an organizational structure? (3 points maximum)
- 2) Did the Offeror provide summaries of persons who shall work under the contract? (3 points maximum)
- 3) Did the Offeror identify a project manager? (4 points maximum)

F) Other Factors (5 Points Maximum)

Included services or ideas not mentioned in the Scope of Services that Offeror is willing to provide as part of the services. Offeror provided a detailed description of these services and itemized costs. (5 points maximum)

4.2.2 Final Evaluation (10 Points Maximum)

- A) Initial Evaluation Score Maximum of 110 points
- B) Web-based Presentation of Offeror's Document Imaging and Management System (10 points maximum)

Offeror shall present to the evaluation committee a web-based presentation demonstrating how Offeror's system meets or exceeds the University's technical specifications for a document imaging and management system. Offeror's format presentation shall not exceed **SIXTY (60) minutes**. Extra time may be allowed for questions and answers.

4.3 AWARD

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

**SECTION 5
SPECIAL PROVISIONS**

5.1 SCOPE

The Providing of Document Imaging and Management System, University of Hawai`i, Honolulu, Hawai`i shall be in accordance with the terms and conditions of RFP No. 17-0109 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 Hawai`i, 1400 Lower Campus Road, Room 15, Honolulu, Hawai`i 96822 or the General Provisions may be viewed at: <http://www.fmo.hawaii.edu/procure/doc/GP0913.pdf>

5.2 REFERENCES

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

5.3 BEST AND FINAL OFFERS

Priority-listed offerors may be afforded the opportunity to submit best and final offers as determined by the University. If the University requests best and final offers, and the priority-listed offerors do not submit a new offer, their immediate previous offer shall be considered as their best and final offer. If best and final offers are requested, and after best and final offers are received, final evaluations will be conducted by the University for purposes of award of the contract.

5.4 INSURANCE

The Contractor shall maintain in full force and effect during the entire term of this contract, insurance to protect the Contractor and its subcontractors, if any, from claims which 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 the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

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

Commercial General Liability to include coverage for: Independent Contractor, products and	Bodily Injury and Property Damage Combined Single Limit: \$1,000,000 per occurrence
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<p>completed operations, blanket contractual liability, personal and advertising injury</p>	<p>\$2,000,000 aggregate</p> <p>Products/Completed Operations: \$1,000,000 per occurrence \$2,000,000 aggregate</p>
<p>Errors and Omissions/Professional Liability insurance to include coverage for:</p> <p>Liability of the University by any reason of any actual or alleged error, omission, negligent act or wrongful act of Contractor 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 recorded (including unauthorized use, transmission or disclosure of University, student, prospect, faculty or employee information);</p> <p>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</p> <ul style="list-style-type: none"> - 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 Contractor's performance under this Agreement.</p> <p>Upon termination of this contract, Contractor shall maintain an extended reporting period</p>	<p>\$1,000,000 per occurrence \$2,000,000 aggregate</p> <p>\$1,000,000 per occurrence \$2,000,000 aggregate</p>

providing that the claims first made and reported to the insurance company within one year of this Contract will be deemed to have been made during the applicable policy period.	
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.	Bodily Injury \$1,000,000 per person \$1,000,000 per occurrence Property Damage \$1,000,000 per occurrence
Workers' Compensation: Contractor shall provide temporary disability and other similar insurance required by the State of Hawai'i or Federal laws.	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

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 Contractor 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 Contractor in writing of changes in the insurance requirements; and if the Contractor 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 Contractor 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 Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, the Contractor 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 Contractor, 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 30 days' written notice has been given to the University of Hawai'i."
- B. "The University of Hawai'i, its officers, agents and employees are added as additional insured as respect to operations performed for the University of Hawai'i."
- C. "It is agreed that any insurance maintained by the University of Hawai'i and/or the State of Hawai'i 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 Hawai'i Insurance Code throughout the entire selection term, including all extended periods exercised.

The Contractor agrees to deposit with the University of Hawai'i, 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 Contractor 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 Contractor.

5.5 ADVERTISING

The Contractor agrees not to use the existence of this contract or the name of the University of Hawai'i as part of any commercial advertising.

5.6 NON-INFRINGEMENT WARRANTY AND INDEMNIFICATION

The Contractor 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. Contractor 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 Contractor infringes any right of any person or entity. Contractor 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 Contractor 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.

5.7 CONFIDENTIALITY

The Contractor 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 Contractor 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:

1. Disclosure of information as necessary pursuant to the terms of the contract;
2. Information known by Contractor prior to the effective date of the contract as established by written records kept in the normal course of business;
3. Information that is known or becomes known to the public through no fault of Contractor;
4. Information disclosed by a third party that to Contractor's knowledge has no obligation of confidentiality to University;
5. 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 Contractor 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.

5.8 NO USE OF DATA

The Contractor 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 Contractor 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 Contractor 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 Contractor grants the University the right, upon advance notice, to audit the Offeror's books, records, accounts, and systems, whether under the Contractor's control or the control of a third party, for the purpose of insuring the Contractor'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 Contractor's breach of this section. In addition, the Contractor 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.

5.9 TRAVEL EXPENSES

Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this contract shall be supported by receipts and shall be consistent with the following:

- A. Reimbursement for air transportation between Hawaii and out-of-state locations shall not exceed the lesser of the actual cost and coach class air fare. In the event travel in a higher class will result in an overall cost savings to the UNIVERSITY, and with prior written approval of the UNIVERSITY, fares in excess of coach class may be reimbursed.
- B. Reimbursement for ground transportation costs shall not exceed the actual cost of renting a compact sized vehicle.
- C. Unless prior written approval of the UNIVERSITY is obtained, reimbursement for subsistence allowance (i.e. hotel and meals, etc.) shall not exceed the applicable daily Federal Per Diem rate at the time services are rendered, which can be found at:

<http://www.defensetravel.dod.mil/site/perdiemCalc.cfm>

OUTSIDE CONUS, Non-Foreign Overseas and Foreign

FLAT RATE PER DIEM FOR TOY OVER 30 DAYS

Country/State: Hawai'i, Isle of O'ahu

- D. Other:
 - 1) CONTRACTOR shall notify and obtain pre-approval from the UNIVERSITY for any miscellaneous expenditures sought for reimbursement not covered by the paragraphs set forth above.
 - 2) The UNIVERSITY will not reimburse the CONTRACTOR for the purchase and/or consumption of alcoholic beverages, entertainment, and other personal expenses.

5.10 TERM OF CONTRACT

The successful Offeror shall enter into a contract with the University for a period of THREE (3) years from the date designated in the Notice to Proceed. Thereafter, the contract shall be renewable from year to year, for a total of SEVEN (7) years, without the necessity of rebidding, upon mutual agreement in writing, NINETY (90) days prior to the annual renewal

date, contingent upon availability of funds. In addition, the University may terminate this contract at any time, upon THIRTY (30) days prior written notice.

5.11 ESCALATION CLAUSE

During the initial three year term of the contract, the contract prices for the licensing fees, and consulting and training services, shall be in accordance with the pricing provided in the Contractor's proposal. After the initial three year term, the Contractor shall be allowed to request adjustments to the contract price for licensing fees and consulting and training services, prior to the contract renewal date, provided that the contract price for each renewal period shall not increase more than 4% (or) more than the Consumer Price Index for Pacific Cities and U. S. City Average based on All Urban Consumers, U. S. City Average, in effect SIXTY (60) days prior to the renewal date, whichever is less, and provided further, that the request is made in writing to the University.

5.12 PAYMENT

A. Licensing Fees

The Contractor shall be remunerated annually, upon submission of a properly executed original invoice and ONE (1) copy, indicating the contract number, to University of Hawai'i, Information Technology Services, Information Technology Center, 6th Floor, 2520 Correa Road, Honolulu, Hawai'i 96822.

B. Consulting and Training Services

The Contractor shall be remunerated monthly, upon submission of a properly executed original invoice and ONE (1) copy, indicating the contract number, to University of Hawai'i, Information Technology Services, Information Technology Center, 6th Floor, 2520 Correa Road, Honolulu, Hawai'i 96822.

5.13 SOFTWARE LICENSE AGREEMENTS

The University will execute Software License Agreements, if necessary, as long as the terms and conditions of the License Agreements do not conflict with the terms and conditions of this Request for Proposals. Inasmuch as the Contractor will be selecting the software for the University, the standard waivers of warranties of merchantability and fitness for a particular purpose shall not be accepted. The University shall be protected from claims of copyright infringement not occasioned by University modification of the software.

**APPENDIX A
PROPOSAL CHECKLIST**

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

1. _____ Appendix A, Proposal Checklist
2. _____ Appendix B, Proposal letter
3. _____ Appendix C, Offeror Minimum Qualification Matrix
4. _____ Appendix D, Company History and Organization
5. _____ Appendix E, Professional Services
6. _____ Appendix F, Customer Support
7. _____ Appendix G, Training and Documentation
8. _____ Appendix H, System and Technical Capabilities
9. _____ Appendix I, Project Implementation
10. _____ Appendix J, Cost Proposal
11. _____ Appendix K, References
12. _____ Annual report or financial statement for the past TWO (2) years for which such reports or statements are available (including all notes).
13. _____ Required licenses.
14. _____ Compliance with all federal and state labor laws.
15. _____ Compliance with Equal Employment Opportunity Laws
16. _____ Ability to obtain necessary insurance

**APPENDIX B
PROPOSAL LETTER
UNIVERSITY OF HAWAI'I**

We propose to furnish and deliver any and all of the deliverables and services named in the Request for Proposals (RFP) to Provide A Document Imaging and Management System for the University of Hawai'i, Honolulu, Hawai'i, RFP No. 17-0109, for which prices shall be negotiated.

It is understood that this proposal constitutes an offer.

It is understood and agreed that we have read the University of Hawai'i'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.	Hawai'i 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: Hawai'i Other:

Is Corporate Seal Available In Hawai'i: 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
OFFEROR MINIMUM QUALIFICATION MATRIX**

Bidding Company Name (Offeror)	
	Y/N
Operate within guidelines of all Federal and Hawaii State labor laws	
Comply with all applicable Equal Employment Opportunity laws	
Possess all Business Licenses required by this RFP	
Ability to obtain Insurance as specified in section 5.3	
Provide 3 References (2 in higher education - section 3.12, Appendix K)	
Pending judgments or debts for collection against Offeror	
Offeror filed for bankruptcy in the last 5 years	
Offeror is pursuing judgments or debts against individual or entity	
Disputes or claims by individual or entity against Offeror	

APPENDIX D
COMPANY HISTORY AND ORGANIZATION

1. Provide your company's mission statement and organization chart.
2. Describe your company's organizational and strategic commitment to the higher education industry.
3. How many years has your company been offering document imaging and management solutions to the higher education industry?
4. Describe how your company has provided a successful document imaging installation at institutions of higher education with multiple entities of similar size, complexity and business volume. How did you measure this success?
5. What differentiates your service from that of other providers?
6. How will your company respond to software defects?

APPENDIX E PROFESSIONAL SERVICES

1. What is your rate structure for professional services?
2. What kinds of packages for professional services, if any, are available?
3. How much lead time is generally needed to schedule professional services engagements? What lead times are generally needed to schedule professional services of those that are in strong demand?
4. How would your company handle user required system interfaces? For example, interfacing with the University's student information system may be desired in the future.
5. Provide THREE (3) resumes of employees that are often engaged by customers for general implementation, workflow implementation and application integration. Please specify for each the employee's relationship with the Offeror's company (full-time staff, part-time, contract hire, subcontracted, etc).
6. Define and provide examples of Statements of Work and Exit Documents submitted when engagements are concluded.

APPENDIX F CUSTOMER SUPPORT

Address your company's service capabilities as they relate to the following issues and questions.

1. Furnish the University with your company's service level standards. Include your company's Service Level Agreement(s).
2. Describe how customer support is handled during implementation, testing, and after implementation.
3. Describe training methods used (in person, web-based, user group conferences).
4. 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 higher education industry.

5. What penalties are contractually memorialized for situations where your company is not able to achieve agreed-upon service level standards?
6. 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.

APPENDIX G TRAINING AND DOCUMENTATION

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

1. Describe your pre-implementation, implementation and ongoing training program.

APPENDIX H SYSTEM AND TECHNICAL CAPABILITIES

The Offerors must address their company's technical capabilities as referred to in Section 2.3, 2.4, 2.5 and 2.6 and as they relate to the following issues and questions:

1. Hardware Platform and Fit

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

2. Software Platform and Fit

Describe the document imaging and management system software platform and how it fits into the University's enterprise application development environment.

3. Enterprise Application Integration

Describe the document imaging and management system software platform and how it can integrate with the University's major system applications as described in section 2.2.5.

4. Security

- Describe how scanning and OCR error/discrepancies are handled.
- Describe the encryption and decryption process used to protect sensitive files.
- Describe the privacy controls around the PDF files (e.g. redaction, printing restrictions, etc.)

5. Solution Demonstration

Offeror shall present to the evaluation committee a web-based presentation demonstrating how the Offeror's system meets or exceeds the University's requirements as outlined in sections 2.3 – Overview of The Scope of Work and 2.4 – Statement of Work. The Offeror's formal presentation shall not exceed SIXTY (60) minutes. Extra time at UH's discretion may be allowed for questions and answers.

APPENDIX I
PROJECT IMPLEMENTATION PLAN
One Plan each: Base Implementation, Options 1, 2, 3

Task	Task Description	Start Date	End Date	Resource

**APPENDIX J
COST PROPOSAL**

Complete the worksheet below.

ANNUAL

All annual costs should be projected out THREE (3) years from the project start date.

Description	Year 1	Year 2	Year 3	Total
Services Hourly Rate by Year, Section 5.9				N/A
Licensing Fees, Section 2.4.1				

ONE TIME FEE

Description	One Time Fee
Design and Architecture, Section 2.4.2	
Implementation Services Base Implementation, Section 2.4.3	
Implementation Services Option 1, Section 2.4.3	
Implementation Services Option 2, Section 2.4.3	
Implementation Services Option 3, Section 2.4.3	
Training, Section 2.4.4 Base Implementation – Administrator (System maintenance and support)	
Training, Section 2.4.4 Base Implementation – End User Training (Train the trainer)	
Training, Section 2.4.4 Advanced Administrator Training – (Workflow development, Customized electronic forms creation) Option 1	
Training, Section 2.4.4 End User Training (Train the trainer, UH Manoa) Option 2	
Training, Section 2.4.4 End User Training (Train the trainer, UH West O'ahu) Option 3	

Documentation, Section 2.3.9	
*Estimated Travel Expenses, Base Implementation, Training	
*Estimated Travel Expenses, Implementation, Training – Option 1	
*Estimated Travel Expenses, Implementation, Training – Option 2	
*Estimated Travel Expenses, Implementation, Training – Option 3	
**Other Costs	
Total	

* Refer to Section 5.8 - Travel Expenses

**Provide detailed explanation of Other Costs.

NOTE: If any line item is deemed to be a partial cost, the vendor must disclose and submit an explanation.

**APPENDIX K
REFERENCES**

Complete the table below. See section 2.5.1, 3.12 for further information. See attached sample.

Company or Institution Name:		
Company Size or Number of Campuses:		
Document Imaging Contact	Name/Title:	Phone/Fax/Email
IT Contact	Name/Title:	Phone/Fax/Email
Services Implemented	Yes/No	Year Implemented
Scan, Store, Retrieve		
Workflow		
Training		
Other :		
FORMS		
Reports		

**APPENDIX K
REFERENCES
(Sample)**

Complete the table below. See section 2.5.1, 3.12 for further information.

Company or Institution Name: University of Hawai'i		
Company Size or Number of Campuses:10		
Document Imaging Contact:	Name/Title: Jane Doe	Phone/Fax/Email Phone: 999-123-4567 Fax: 999-123-5678 janedoe@state.edu
IT Contact	Name/Title: John Smith IT Manager	Phone/Fax/Email Phone: 999-234-5678 Fax: 999-234-6789 johnsmith@state.edu
Services Implemented	Yes/No	Year Implemented
Scan, Store and Retrieve	Yes	2013
Workflow	Yes	2014
Training	Yes	2013, 2014
Other:		
FORMS	Yes	2013
Reports	Yes	2014

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (hereafter "Agreement") is made between the University of Hawai'i (hereafter "University") and _____ (hereafter "Company").

WHEREAS, Company has been retained to perform services for the University pursuant to [Contract No. _____, to provide a document imaging and management system for the University of Hawai'i], (hereafter the "Contract");

WHEREAS, in the course of performing services under this Contract, Company may have access to confidential information such as personal identifying information, including but not limited to, students' addresses, social security numbers and banking information such as account numbers and/or credit card numbers; and proprietary information such as _____, (hereafter collectively referred to as "Confidential Information").

NOW THEREFORE, Company and the University agree as follows:

1. Confidential Information disclosed by or on behalf of the University to the Company shall be used by the Company solely for the purpose of fulfilling the obligations of the Contract.
2. All Confidential Information disclosed hereunder shall be held in the strictest confidence by the Company. Only the employees and agents of the Company who are under obligations of confidentiality no less restrictive than those set forth herein shall have access to the Confidential Information, and then only for the purpose set forth above.
3. Company agrees not to make any copies in whole or in part of Confidential Information, which is not available on the open market or from other sources, for any purposes other than the purposes of fulfilling the obligations of the Contract. Company will, upon request by the University, return all tangible and intangible (such as data) materials furnished hereunder, including copies thereof.
4. This Agreement shall apply to all Confidential Information except to the extent that:
 - A. Disclosure of Confidential Information is necessary pursuant to the terms of the Contract;
 - B. Information is known by Company 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 the Company;
 - D. Information disclosed by a third party that to the Company's knowledge has no obligation of confidentiality to the University or its constituents.

5. In the event that Confidential Information is required to be disclosed as required by law or regulation the Contractor shall notify the University to allow the University to assert whatever exclusions or exemptions may be available to it.
6. The University shall retain all proprietary rights in and to Confidential Information disclosed hereunder. Neither this Agreement nor the disclosure of Confidential Information shall be construed to grant any party an implied or express license, or any right to obtain any implied or express license, to any Confidential Information of the University.
7. This Agreement shall be construed and 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, Hawai'i.
8. The Company agrees that any breach of this Agreement will cause the University substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies which may be available, the University shall have the right to seek specific performance and other injunctive and equitable relief.
9. This Agreement may not be changed or modified or released, discharged or abandoned, or otherwise terminated in whole or in part, except in a written instrument, executed by the University.

Date: _____

[Company Name]

By: _____

Title: _____