

RFP-23-01-UI Round 2 - State Responses to Offerors' Written Questions			
No.	Offeror Question	DLIR Response	Reference
77	<p>Page: 7, 8, 87 Document & Section Nbr: RFP Section 1 - General Information Paragraph Nbr: 1 Statement in Question: Implementation max three (3) years plus five (5) Years M&O Vendor Question: "There are inconsistencies on this. Sections 1, 1.2 and 1.7, read together, indicate there's a full 5 year M&O period following implementation (plus 5 one year options). This could result in a Initial Contract Period of up to 3 years, plus 5. The option years are on top of that. However, 10.28 muddies this with a statement that the initial term is 5 years, plus an option to extend for 5 years.</p> <p>Can the State please clarify which interpretation is correct. "</p>	<p>See Amendment 06</p> <p>1. Section 10.28 is being modified to provide clarity. 10.28 Duration of Contract Services</p> <p>UID shall administer contract(s) resulting from this RFP. The resulting contract is expected to be for the implementation period plus five (5) years of Maintenance and Operations, with an option to extend for an additional five-year term of Maintenance and Operations.</p>	
78	<p>Page: 7 Document & Section Nbr: RFP Section 1.1 - Schedule and Significant dates Paragraph Nbr: 1 Statement in Question: Offeror Demonstrations On-Site at DLIR Offices only Vendor Question: If an offeror is selected to perform demonstrations can some supporting resources attend remotely?</p>	<p>See Section 8.0 Evaluation Criteria and Scoring, Section 8.1.6 Round 2 Evaluation Criteria, in the Offeror Submittal Required for the demonstrations. It is recommended that key members of the Offerors implementation staff proposed for this project be present at the demonstration and lead the presentation of any implementation topics in this area.</p> <p>DLIR prefers that any and all Offeror personnel that will be leading topics both functional and technical be on-site for the demonstrations and discussions.</p>	
79	<p>Page: 8 Document & Section Nbr: RFP Section 1.4 - Project Vision Paragraph Nbr: 2 Statement in Question: "Complimentary to the requirements gathering, an exercise to identify the DLIR's vision wide measurable benefits from the UID systems modernization and business transformation including but not limited to:" Vendor Question: Will DLIR's vision-wide measurable benefits be subject to mutual agreement of the Parties?</p>	No	

80	<p>Page: 9 Document & Section Nbr: RFP Section 1.5 - Multi-Party Relationship Paragraph Nbr: 1 Statement in Question: All Offerors must understand and acknowledge DLIR will engage an Independent Verification and Validation (IV&V) Contractor to assist with oversight of the UI Modernization System. Vendor Question: Will DLIR collaborate with the Offeror to avoid the IV&V Contractor being a competitor of the offeror?</p>	<p>DLIR will take the scenario under consideration.</p> <p>The selected IV&V vendor will be required to sign an NDA.</p>	
81	<p>Page: 17 - 19 Document & Section Nbr: RFP Section 2 - Goals Paragraph Nbr: 1 Statement in Question: The project's goals include, but are not limited to: Vendor Question: If a UI system is developed and implemented that meets the requirements of OF-4, will the objectives listed in Section 2 will be substantially achieved?</p>	<p>The mapping of detailed requirements to the Goals and Objectives will be part of the requirements baselining process.</p>	
82	<p>Page: 19 Document & Section Nbr: RFP Section 2 - Goals Paragraph Nbr: 6 Statement in Question: Complimentary to UID requirements, an exercise to identify Department wide benefits from UID's modernization and business transformation will be developed and will include, but is not limited to the following: Vendor Question: Will DLIR's vision-wide measurable benefits be subject to mutual agreement of the Parties?</p>	<p>No</p>	
83	<p>Page: 20 Document & Section Nbr: RFP Section 3.1 - Service Availability Paragraph Nbr: 1, Bullet 3 Statement in Question: Using third-party software (that is not part of the UI software suite) only when necessary and cost justified. Vendor Question: What third-party software is included in the UI software suite?</p>	<p>This would include any and all third-party software that is necessary for all UI functionality.</p>	
84	<p>Page: 20 - 21 Document & Section Nbr: RFP Section 3.2 - Service level Agreement Paragraph Nbr: 1 Statement in Question: In addition to typical service level agreement requirements used in RFPs such as this one, including system availability, response time, recovery time, incident response time, and incident resolution time, service level requirement goals for this RFP also require resources, such as personnel, be deployed in the State of Hawaii to ensure that consistent levels of service are delivered to the State's jurisdictions, departments, and business operations. See Attachment A - Service Level Agreements. Vendor Question: Can DLIR be more specific on the resources to be deployed in the State of Hawaii and the associated service levels thereof?</p>	<p>It is DLIR's intent that the Contractor meet all SLA and standards throughout the implementation, and maintenance and operational periods to include any possible M&O extensions.</p>	
85	<p>Page: 23 Document & Section Nbr: RFP Section 3.7 - Hosting Options Paragraph Nbr: 1 Statement in Question: Proposals are limited to the two options for hosting the Unemployment Insurance System described below in order of preference: Vendor Question: The table provides three options but the opening sentence indicates proposals are limited to two options. Can DLIR/UID please clarify?</p>	<p>The Offeror can propose up to two hosting options from the three listed.</p>	

86	<p>Page: 23 Document & Section Nbr: RFP Section 3.7 - Hosting Options Paragraph Nbr: 3 Statement in Question: Regardless of the hosting option proposed by the Offeror, if the primary data center is hosted in a facility located outside of the State of Hawaii, possible options for transferring the UI System and data to another data center located within the State of Hawaii should be included as part of the response. Vendor Question: Does DLIR/UID have a preference for hosting the UI system in the state of Hawaii?</p>	No preference	
87	<p>Page: 28 Document & Section Nbr: RFP Section 4.12 - Additional Information Paragraph Nbr: 1 Statement in Question: The Offeror shall provide additional information regarding aspects of an Offeror's Proposal within seven (7) business days of the State's request unless the State specifies another period. Vendor Question: Offeror assumes all State requests for additional information shall be submitted in writing to the Offeror. Is this correct?</p>	Correct	
88	<p>Page: 29 Document & Section Nbr: RFP Section 5.1- Compliance with Laws Paragraph Nbr: 1 Statement in Question: Offerors must at all times remain compliant with all laws governing entities doing business in the State. Proof of compliance shall be included in Offeror's Proposals. Vendor Question: What are the acceptable ways for offeror to submit "proof of Compliance"?</p>	Refer to Section 10.7	
89	<p>Page: 29 Document & Section Nbr: RFP Section 5.2 - Minimum Requirements and Qualifications Paragraph Nbr: 4 Statement in Question: "Offeror shall provide all services as described in OF-9 Implementation Services Requirements and OF-8 Ongoing Services Requirements. Additionally, the detailed functional and technical requirements can be found in OF-4 Requirements Traceability Matrix." Vendor Question: Which tab of OF-4 contains the technical requirements?</p>	Preliminary technical requirements can be seen within OF-4 Requirements Traceability Matrix on both the System and Security tabs within the workbook.	
90	<p>Page: 29 Document & Section Nbr: RFP Section 5.2 - Minimum Requirements and Qualifications Paragraph Nbr: 4 Statement in Question: "Offeror shall provide all services as described in OF-9 Implementation Services Requirements and OF-8 Ongoing Services Requirements. Additionally, the detailed functional and technical requirements can be found in OF-4 Requirements Traceability Matrix." Vendor Question: Offeror Forms OF-8 and OF9 allow for a Yes/No answer on the Offeror's Comments. Offeror must provided an explanatory comment if they answer no. However, the first paragraph of RFP Section 5 states "all items in this section are non-negotiable". Can the State provide more clarity on this issue?</p>	In the event that the Offeror answers no, please provide an explanation.	
91	<p>Page: 29 Document & Section Nbr: Section 5.4 - removal of Subcontractors Paragraph Nbr: 1 Statement in Question: In addition to any rights the State has under Law, the State shall have the discretion to remove the Subcontractor with or without cause at its sole discretion. In such a case, the State shall specify the deadline for such removal after consultation with the applicable Contractor. A Subcontractor proposed by the Contractor to replace the removed Subcontractor shall be subject to the approval of the State. Vendor Question: Offeror assumes the deadline for removal of a Subcontractor will be subject to mutual agreement. Is this correct?</p>	The State has the final decision making authority on the subcontractor(s) disposition.	

92	<p>Page: 30</p> <p>Document & Section Nbr: Section 5.6 - Additional Contractor Requirements</p> <p>Paragraph Nbr: "1</p> <p>Bullet 2"</p> <p>Statement in Question: Provide all labor, materials, and equipment necessary to meet the RFP Requirements.</p> <p>Vendor Question: Offeror assumes that the materials and equipment necessary to meet the RFP requirements will be as proposed by the Offeror. Is this correct?</p>	Correct	
93	<p>Page: 30</p> <p>Document & Section Nbr: Section 5.6 - Additional Contractor Requirements</p> <p>Paragraph Nbr: 1, Bullet 4</p> <p>Statement in Question: Ensure that all its and its Subcontractors' employees can communicate effectively with State employees.</p> <p>Vendor Question: Offeror assumes that the English language will be used for all project communications. Is this correct?</p>	Correct	
94	<p>Page: 36</p> <p>Document & Section Nbr: RFP Section 7.4 - Discussions with priority Listed Offerors</p> <p>Paragraph Nbr: 1</p> <p>Statement in Question: The State, in its discretion, may hold discussions with the Offerors whose Proposals are determined to be acceptable or potentially acceptable (the "Priority Listed Offerors").</p> <p>Vendor Question: Can the State provide the scoring criteria that will be used to determine "Priority Listed Offerors"</p>	See Section 8 - Evaluation Criteria and Scoring within the RFP	
95	<p>Page: 62</p> <p>Document & Section Nbr: RFP Section 9.4.1 - Key Performance Indicators</p> <p>Paragraph Nbr: 1</p> <p>Statement in Question: Key Performance Indicators (KPIs)</p> <p>Vendor Question: Offeror assumes the Due Dates shown in the KPI table will be subject to mutual agreement based on the offerors proposed implementation plan. Is this correct?</p>	Correct - the KPI due dates in Sectin 9.4.1 are relevant in the context of the proposed implementation plan.	
96	<p>Page: 64</p> <p>Document & Section Nbr: RFP Section 10.3 - Warranty</p> <p>Paragraph Nbr: 1</p> <p>Statement in Question: The Contractor must provide a warranty period of at least one (1) calendar year beginning the day after DLIR acceptance and approval of all deliverables and services, see Attachment E - Deliverables. Defects identified must be corrected at no additional cost to the State.</p> <p>Vendor Question: Offeror assumes the definition of a defect will be mutually agreed. Is this correct?</p>	Defect is non-compliance to any system requirement.	
97	<p>Page: 64</p> <p>Document & Section Nbr: RFP Section 10.4 - termination for Convenience or Unavailability of Funds</p> <p>Paragraph Nbr: 1</p> <p>Statement in Question: The Contractor shall be reimbursed for all work, including DLIR accepted deliverables, completed through the date of termination.</p> <p>Vendor Question: "What is the State's position on deliverables that are work in process (WIP) as of the date of termination?"</p>	All accepted deliverables will be appropriately paid as part of the termination for convenience.	

98	<p>Page: 78 Document & Section Nbr: RFP section 10.21 - Assumptions Paragraph Nbr: 1 Statement in Question: Assumptions related to the Project and procurement are as follows. Vendor Question: The assumptions described in bullets 5 and 6 are inconsistent. Offeror assumes the number and roles of the offeror's on-site staff during the implementation and post implementation periods will be subject to mutual agreement. Is this correct?</p>	<p>RFP section 10.21 - Assumptions 5th bullet identifies the onsite work location: •The Contractor implementation staff members expected on-site at the DLIR offices located at 830 Punchbowl, Honolulu, HI 96813.</p> <p>6th bullet: •The Contractor Project Manager, Technical Lead(s), and UI Functional Lead(s) – Benefits, Tax, and Appeals are expected to be onsite at 100%. All other implementation staff members are expected onsite up to 50%. DLIR reserves the right to demand any Contractor implementation staff be onsite as needed. DLIR prefers that Contractor implementation staff is co-located at the DLIR offices.</p> <p>These key roles and their onsite percentages are identified with the 6th bullet are non-</p>	
99	<p>Page: 89 Document & Section Nbr: RFP Section 10.30 - Annual Software Maintenance and Support Subscription Paragraph Nbr: 3 Statement in Question: "After the launch of the full modernized Unemployment Insurance system, Contractor will provide at least one (1) FTE staff member to be onsite and available during DLIR business hours, dedicated to DLIR, to function as a Product Analyst for the duration of this Task" Vendor Question: Can the State clarify this requirement?</p>	<p>This will be mutually decided within six months of contract award date.</p>	
100	<p>Page: Document & Section Nbr: Exhibit 2 - State Attorney General AG General Conditions Paragraph Nbr: All Statement in Question: All Vendor Question: Will the State negotiate exceptions to the AG General Conditions to reflect market terms that Offerors are accustomed to including in contracts for implementation and operations and maintenance services of a similar magnitude to those required under the RPF, including terms regarding liability and pre-existing intellectual property rights? This would encourage the greatest number of responses from qualified vendors.</p>	<p>The Offeror has the discretion to redline as they see fit the Terms and Conditions including liability, etc. This doesn't mean the State will accept it.</p>	
101	<p>In Amendment 4, page 2: Offerors appreciate the opportunity to participate in another round of questions on the RFP. Given that the anticipated reply date is April 27, just one week before the current proposal due date, we respectfully request an additional 2 week extension. Proposals of this magnitude require executive level reviews and approvals. The State's answers could have a significant impact on Offerors' proposals. This additional time would allow Offerors to present the possible proposals to the State by providing sufficient time to analyze the State's responses, adjust proposals accordingly, and complete the necessary reviews and signatures needed for such an important program.</p>	<p>Refer to Amendment 05 released on April 24, 2023.</p>	
102	<p>Is DLIR willing to offer an extension on the due date of the proposal?</p>	<p>Refer to Amendment 05 released on April 24, 2023.</p>	

103	<p>Page: 7</p> <p>Document & Section Nbr: RFP Section 1.1 Sched Significant Dates</p> <p>Paragraph Nbr: 7</p> <p>Statement in Question: Proposal Due Date</p> <p>Vendor Question: Will the State extend the Proposal Due Date to May 19, to allow three weeks for the vendors to adequately evaluate the State's responses to Round 2 Vendor Questions scheduled for April 27 and to modify and obtain approval of the proposal accordingly? The current schedule only allows one week of evaluation of the State's responses to Round 2 questions which is not adequate.</p>	Refer to Amendment 05 released on April 24, 2023.	
104	<p>Page:</p> <p>Document & Section Nbr: Exhibit 2 - State Attorney General AG General Conditions</p> <p>Paragraph Nbr:</p> <p>Statement in Question: All</p> <p>Vendor Question: Would the State agree that certain provisions of the Supplemental General Conditions prevail if there is a conflict with the AG General Conditions?</p>	<p>Refer to Exhibit 1 – General Provisions for Goods and Services</p> <p>1. DEFINITIONS OF TERMS</p> <p>u. Special Provisions, the second paragraph, the last sentence.</p> <p>"Should any Special Provisions conflict with these General Provisions, said Special Provisions shall govern."</p>	
105	Does the State of Hawaii currently use any IT Service Management tools like ServiceNow?	ServiceNow is licensed by the State. However, currently not in use by DLIR.	
106	What is the average number of user logins per month to the current Claimant and Employer portal?	<p>The current State of Hawaii Employer count is approximately 36,000.</p> <p>Employers' Agents users are approximately in the hundreds.</p> <p>The State of Hawaii currently has approximately 600,000 wage records.</p>	
107	What is the average number of Staff users accessing the current internal staff application?	DLIR/UI Internal users is approximately 200 which includes Super-users.	
108	What type of software does the current system employ to store images and documents?	Network drives and their associated shares are currently utilized.	
109	What is the volume of the documents / images in the current document management system?	<p>The current State of Hawaii Employer count is approximately 36,000.</p> <p>Employers' Agents users are approximately in the hundreds.</p> <p>The State of Hawaii currently has approximately 600,000 wage records.</p> <p>These records are retained in compliance with both federal and state regulatory requirements. Current document imaging sizing is unavailable.</p>	
110	Does the current system use any annotation software/tool for annotating documents?	No	
111	In OF_2 Offeror Entity Reference Questionnaire: To avoid any potential conflicts of interest, please confirm that Offerors cannot use any contract between the Offeror or any of its teammates and the State of Hawaii DLIR as a reference.	There is no conflict of interest.	

112	In OF-5 Tab 2. Operations and Support contains Annual Licensing Fee and Annual Maintenance Fee. Are these meant for SaaS fees during implementation? Is the Cost column supposed to be for only one year or for the whole implementation phase?	(1) Yes (2) Whole implementation	
113	All of the cells in OF-5 Tab 5 have rules that restrict the total amount to under 999999. Is this intentional or should we remove the data validation rule? Examples: Total Project Cost, O&M Year 1, O&M Year 2, O&M Year 3, O&M Year 4, O&M Year 5.	Please take one of the following two options: (1) Remove the data validation rule OR (2) increase the data validation limit # as needed	
114	In OF-5, Tab 5, Part 4: Total Project Cost. Is O&M Year 1 supposed to be a sum of Software Costs + Hardware Costs + Labor Costs? If so, should it also include Total Other Costs?	(1) Yes (2) It should include the total of all Maintenance and Operating costs.	
115	In OF-5, Tab 5, Part 4: Is Total Project Cost supposed to be O&M Year 1? Or is O&M Year 1 different from Software, Hardware, Labor, and Other costs? If not, what is Total Project Costs supposed to represent?	O&M costs are those that occur in year 1-5 post implementation. Project costs represent the costs associated with the implementation.	
116	In OF-5, Tab 5, Part 5: Are Other Costs included as part of the annual O&M Year 1-5 costs? Does Part 5 appear in the Part 4 Total Project Costs?	(1) Yes (2) Yes	
117	The HCE Certificate of Vendor Compliance is NOT submitted with the Offeror's RFP response, correct? It is given or verified at the time of award?	Section 10.7.3 Verification of Compliance on the HCE Prior to awarding this contract, the State shall verify compliance of the Contractor(s).	
118	In Exhibit 3 – Supplemental Terms and Conditions, Item 11.1.12, Page 52: Will the State of Hawaii accept a Performance Bond in place of a Letter of Credit?	The State will only accept what is state in the RFP, namely a letter of credit.	