

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

December 11, 2023

ADDENDUM 5
TO
REQUEST FOR PROPOSALS
RFP-24001

PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
(PASS)

This Addendum modifies or clarifies the solicitation documents only to the extent indicated herein, and all portions thereof not specifically affected by the addendum shall remain in full force and effect. All addenda shall be added to and form a part of the RFP documents, including the answers to the questions.

IMPORTANT: QUESTIONS ARE NOW PUBLISHED IN HAWAII'S ePROCUREMENT SYSTEM AND MAY BE FOUND IN THE Q&A TAB. DUE TO THE VOLUME OF QUESTIONS, ANSWERS SHALL BE MADE AVAILABLE THROUGH ADDENDA AS AN ATTACHMENT IN HiePRO.

FUTURE ADDENDA SHALL PROVIDE ANSWERS TO REMAINING QUESTIONS UNTIL ALL QUESTIONS ARE ANSWERED.

The following questions regarding fees were received in HiePRO and the answers are provided as follows:

Question 1: The awarded vendor shall pay a transaction fee of 0.75% (.0075) of the award, not to exceed \$5,000 for each award. Is this before any payment is rendered to the vendor?

Answer 1: See Attachment 00 RFP Overview, III. GENERAL INFORMATION AND INSTRUCTIONS, B. Electronic Procurement, Section 3. "The mandatory fee (.75%) is applicable for sales to Hawaii government agencies **only**, calculated on a quarterly basis for the initial term, which is two years. This transaction fee shall be based on the total sales made against this contract, for sales to Hawaii government agencies only...."

See Exhibit 1, Hawaii Participating Addendum, 4. Participating State Modifications or Additions to the Master Agreement, Changes, C. Usage Reports.

Because the fee is based on quarterly gross sales, it could be that Contractor will be required to pay the transaction fee prior to completion of the task order, prior to receiving payment.

Question 178: If awarded a master contract, are vendors required to maintain the annual HCE compliance status and fee throughout the life of this contract?

Answer 178: Pursuant to Attachment 01 RFP Terms and Conditions, VII. **RESPONSIBILITY OF OFFERORS, A.:**

A. The Offeror is advised that in order to be awarded a Master Agreement under this solicitation, the Offeror will be required, to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to Hawaii Revised Statutes HRS §103D-310(c):

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Worker's Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and
6. §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Offerors are also advised that the requirement to verify compliance may also be satisfied with paper documentation.

Section E advises that: **Vendor Compliance - Paper Documents.** Vendors not utilizing the HCE to demonstrate compliance shall provide the paper certificates to the Lead State as instructed below. All certificates must be valid on the date it is received by the SPO. Timely applications for all applicable clearances are the responsibility of the Offeror.

Per Section J. **Verification of Compliance.** Upon receipt of compliance documents (A-6, LIR#27, COGS), the Lead State reserves the right to verify their validity with the respective issuing agency. The Contractor shall maintain their compliance throughout the term of the contract.

Question 179: Is the NASPO transaction fee only billed once we are awarded individual task orders under this contract?

Answer 179: Pursuant to Attachment 04, Sample Master Agreement, V. NASPO ValuePoint Provisions, B. Administrative Fees, 1. NASPO ValuePoint Fee:

1. **NASPO ValuePoint Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

Question 180: If awarded a master contract, does the NASPO transaction fee of .75% of the award amount only apply to task orders released by the State of Hawaii, or does this fee also apply to task orders released by addendum states?

Answer 180: The transaction fee of 0.75% (.0075) is only applicable to Contractors awarded a master agreement and upon receiving a task order from a Hawaii Purchasing Entity. The transaction of 0.75% does not apply to other states. However, per Attachment 01 RFP Terms & Conditions, IV. Proposals, D. **Labor Categories Price Worksheet, 5.:**

5. A Participating Addendum may also require payment of an additional administrative fee by Contractors to a Participating Entity based on sales to Purchasing Entities within the jurisdiction of the Participating Entity. Unless otherwise negotiated by the Participating Entity, Contractor may adjust the Master Agreement pricing incorporated into the Participating Entity's Participating Addendum by an amount not to exceed the Participating Entity's fee. Such adjustments will have no effect on the NASPO ValuePoint administrative fee, pricing in the Master Agreement, or pricing offered to Purchasing Entities outside the jurisdiction of the Participating Entity.

Question 181: The NASPO website indicates that NASPO ValuePoint's standard administrative fees are between 0 and one quarter of one percent (0.25%); however, the pre-solicitation conference information states that there is a .75% NASPO transaction fee for this contract. Could you please explain this difference?

Answer 181: Per Attachment 04 Sample Master Agreement, V. NASPO ValuePoint Provisions, B. Administrative Fees, 1. NASPO ValuePoint Fee the following is provided:

1. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

The transaction fee of 0.75% (.0075) is only applicable to Contractors awarded a master agreement and upon receiving a task order from a Hawaii Purchasing Entity. The transaction of 0.75% does not apply to other states. However, per Attachment 01 RFP Terms & Conditions, IV. Proposals, D. **Labor Categories Price Worksheet, 5.:**

5. A Participating Addendum may also require payment of an additional administrative fee by Contractors to a Participating Entity based on sales to Purchasing Entities within the jurisdiction of the Participating Entity. Unless otherwise negotiated by the Participating Entity, Contractor may adjust the Master Agreement pricing incorporated into the Participating Entity's Participating Addendum by an amount not to exceed the Participating Entity's fee. Such adjustments will have no effect on the NASPO ValuePoint administrative fee, pricing in the Master Agreement, or pricing offered to Purchasing Entities outside the jurisdiction of the Participating Entity.

Question 182: Are there any NASPO fees in addition to the .75% communicated for this specific contract that vendors will be responsible for if awarded?

Answer 182: There are no other NASPO ValuePoint fees other than the administrative fee., which is one-quarter of one percent (0.25% or 0.0025).

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The following change is made to the RFP:

Change No. 1

AMEND Exhibit 1, Participating Addendum, Section 4, Participating State Modifications or Additions to the Master Agreement, B. Payments to Hawaii Information Consortium, LLC dba Tyler Hawaii to be amended as follows:

- B. Payments to Hawaii Information Consortium, LLC dba Tyler Hawaii.
A transaction fee shall be applicable for all sales made when a Hawaii Purchasing Entity awards a task order utilizing **State of Hawaii, State Procurement Office (SPO) Price List Contract No. insert VL/PL No. xx. This transaction fee shall be paid to Hawaii Information Consortium, LLC dba Tyler Hawaii during the initial contract term, which is the first two years. The transaction fee shall be calculated on a quarterly basis as reported in the Usage Reports described in Section C. Payment must be made to Tyler Hawaii within thirty (30) days of receipt of invoice. The fee is .75% (.0075), not to exceed \$5,000 per Contractor.**



For Carey Ann Sasaki
Procurement Officer