

STATE OF HAWAII  
STATE PROCUREMENT OFFICE  
HONOLULU, HAWAII

June 21, 2024

ADDENDUM 3  
TO  
REQUEST FOR PROPOSALS  
RFP-24008

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 HlePRO.**

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

*The following question does not pertain to this procurement.*

**Question 74:** It is our understanding that this RFP has been re-released due to a protest that was won. Can you tell us what the nature of the protest was? And what the issue was with the prior procurement?

**Answer 74:** The nature of the protest will not be disclosed based upon Hawaii Revised Statutes 92F-13(3).

*The following question pertains to information on HlePRO (Hawaii's eProcurement System).*

**Question 12:** Can you please verify whether the Transaction Fee mentioned in bullet B.3 of the 00 RFP Overview still applies? It seems like it was struck out in the RFP Overview section (Electronic Payment), but it's still in the General Information section of the Solicitation. I want to confirm that the Transaction Fee is accurately represented in the General Information section and correctly struck from the General Overview.

**Answer 12:** There is no transaction fee for this procurement. The information in the General Tab of HlePRO is removed for this procurement as follows:

- ~~**TRANSACTION FEES:** The awarded vendor shall pay a transaction fee of 0.75% (.0075) of the award, not to exceed \$5,000 for each award. This transaction fee shall be based on the original award amount and the awarded vendor shall be responsible for payment of the fee to Tyler Hawaii, the vendor administering the HlePRO. Payment must be made to Tyler Hawaii within thirty (30) days of receipt of invoice. The invoice is generated based on the date the award is posted.~~

***The following questions pertain to Attachment 00 RFP Overview:***

**Question 21:** Please consider extending the due date.

**Answer 21:** There is no reason to extend the due date at this time.

**Question 51:** 6. General Question about the RFP. Our question is: This RFP is very detailed. We anticipate working on our response to it for several weeks. Would NASPO ValuePoint be willing to extend the Q&A period so that we can ask questions that arise while we are preparing the response?

**Answer 51:** The question due date was extended until June 14, 2024 via Addendum 1. Addendum 2 extended the question due date to June 21, 2024 limited to questions pertaining to Attachment 04 NASPO Sample Master Agreement.

**Question 77:** Could you please extend the deadline to submit questions to allow our legal department adequate time to review the correct "Attachment 04 NASPO ValuePoint Sample Master Agreement.docx" when it is made available?

**Answer 77:** Addendum 2 extended the question due date limited to questions pertaining to Attachment 04 NASPO Sample Master Agreement.

***The following question pertains to the term of the awarded contracts.***

**Question 2:** NASPO issued a similar request last year. When will the service period for last year's request end? What is the expected start and end date for the agreements that will come from this new request?

**Answer 2:** The solicitation released last year was awarded then cancelled. Contracts were never fully executed. However, the current portfolio is extended until December 2, 2024. The expectation is that the new awards will be for the period December 3, 2024 to December 2, 2026.

***The following question pertains to Attachment 01-A General Provisions:***

**Question 34:** 1. Attachment 01-A General Provisions, page 6 states that offers in response to an IFB or RFP shall be signed in ink. Considering that this will be an electronic submission, will the State allow for e-signatures on required documents?

**Answer 34:** Electronic signatures are allowable.

***The following questions pertain to the Scope of Work.***

**Question 3:** The services in the response can be divided into selection (Categories A to D, aka Procurement Life Cycle) and operations (Category E, aka Support Services). So that users of the agreement might have more vendor choices, could the language be amended to allow the respondents to respond to either Option 1 categories A to D, Option 2 category E or Option 3 categories A to E?

**Answer 3:** Awarded Contractors for PASS shall be able to provide all services in all categories. We have allowed for the prime to subcontract if the prime does not provide all the services under their own "shop."

**Question 13:** Attachment 02 Scope of Work, Section V Task Orders: Is there an anticipated volume ratio of general procurement support versus direct procurement project work (i.e. Task Orders)?

**Answer 13:** See Attachment 00 RFP Overview, I. INTRODUCTION, "The purpose of this RFP is to establish one or more Master Agreements for Procurement Assistance and Support Services (PASS)."

See also II. SCOPE OF WORK, "Offerors should not interpret the Scope of Work to be associated with or limited to any specific purchase, implementation, project, need, or program within the Lead State or any other state or eligible entity. Proposals should be generally applicable to all potential Participating Entities and Purchasing Entities, except where specificity is requested."

All work contracted with a Purchasing Entity shall be generated through a request for task order. There is not an anticipated volume. See Attachment 05 Participation Information for historical information.

**Question 22:** Do you anticipate a significant number of system-related consulting orders awarded under the agreement?

**Answer 22:** See Attachment 00 RFP Overview, I. INTRODUCTION, "The purpose of this RFP is to establish one or more Master Agreements for Procurement Assistance and Support Services (PASS)."

See also II. SCOPE OF WORK, "Offerors should not interpret the Scope of Work to be associated with or limited to any specific purchase, implementation, project, need, or program within the Lead State or any other state or eligible entity. Proposals should be generally applicable to all potential Participating Entities and Purchasing Entities, except where specificity is requested."

***The following questions pertain to Attachment 05 NASPO ValuePoint Sample Master Agreement as a missing document.***

**Question 1:** When the file "Attachment 04 NASPO ValuePoint Sample Master Agreement.docx" is opened, it is the exact same file as "Attachment 05 Participation Information.docx", so there must have been file name error. Can the correct "Attachment 04 NASPO ValuePoint Sample Master Agreement.docx" file be provided?

**Answer 1:** Addendum 1 published the correct Attachment for 04 NASPO ValuePoint Sample Master Agreement.

**Question 6:** 1. Attachment 04 NASPO ValuePoint Sample...when you open this document, it is listed as Attachment 05 Participation Information.

**Answer 6:** Addendum 1 published the correct Attachment for 04 NASPO ValuePoint Sample Master Agreement.

**Question 7:** Regarding Attachment 04 NASPO ValuePoint Sample Master Agreement: It appears that the Attachment 05 Participation Information file was uploaded erroneously as Attachment 04 NASPO ValuePoint Sample Master Agreement.docx. While the actual Attachment 05 is correct, Attachment 04 is actually also the Attachment 05 file. Would you take a look and provide the correct Attachment 04 NASPO ValuePoint Sample Master Agreement?

**Answer 7:** Addendum 1 published the correct Attachment for 04 NASPO ValuePoint Sample Master Agreement.

**Question 8:** There appears to be no "Attachment 04 NASPO ValuePoint Sample Master Agreement.docx" document attached for us to review. Would you please upload the sample agreement for us to review?  
d. through k. would be in a separate section/write-up?

**Answer 8:** Addendum 1 published the correct Attachment for 04 NASPO ValuePoint Sample Master Agreement.

**Question 43:** Attachment 04 on the State site is actually a mislabeled Attachment 05. Can the State please provide Attachment 04?

**Answer 43:** Addendum 1 published the correct Attachment for 04 NASPO ValuePoint Sample Master Agreement.

**Question 84:** Attachment 04 is incorrect – it is presently showing Attachment 05

**Answer 84:** Addendum 1 published the correct Attachment for 04 NASPO ValuePoint Sample Master Agreement.

***The following questions pertain to the proposal response and format, Attachment 08  
Offeror Response:***

**Question 9:** Attachment 08 – Can we add tables, figures, images, etc. to help illustrate some of our written/narrative responses (to make it easier to review)?

**Answer 9:** Yes, tables, figures, images, etc. are allowed in the proposal.

**Question 10:** Attachment 08 – Are we allowed to make minor formatting edits to the attachment (font size, colors, indents, bold/italics, etc.) to make it easier to follow?

**Answer 10:** Yes, formatting edits are permitted.

**Question 11:** Attachment 08 – Question II. A. 1. C. asks, “Do you utilize a vendor performance ratings system or something similar?” Could you provide more information about what you are looking for from this question? ..... Are you asking if we, as suppliers, use a system on ourselves?

**Answer 11:** Yes, how do you ensure customer satisfaction?

**Question 37:** Are there specific file naming conventions that the State requests?

**Answer 37:** See Addendum 3, Change No. 1 to Attachment 00 RFP Overview, III GENERAL INFORMATION AND INSTRUCTIONS, K. Required Format and Content.

***The following questions pertain to the proposal response and format, Attachment 08.1 Offeror Response – Scope of Work:***

**Question 33:** Attachment 08.1 has prompts for additional rows as needed. How many client examples is the State looking for per category?

**Answer 33:** See Attachment 08 Offeror Response Worksheet, I MANDATORY MINIMUM REQUIREMENTS, paragraph A. The worksheet allows for additional lines as the Offeror may provide unlimited examples to show evidence of its actual experience to meet the mandatory minimum requirements.

***The following questions pertain to Hourly Pricing Per Labor Category:***

**Question 16:** Attachment 09 Labor Categories Price Worksheet, Hourly Pricing Per Labor Category: Is there a requirement to provide an hourly rate for each labor category regardless of if that labor category plans to be utilized?

**Answer 16:** Hourly rates are required for each labor category.

**Question 50:** 5. Regarding Attachment 09, Hourly Pricing Per Labor Category. Our question is: Can we add roles that are not included in the table?

**Answer 50:** No, additional roles shall not be added.

***The following questions pertain to Exhibit 1 Hawaii Sample Documents:***

**Question 101:** Exhibit 1 Hawaii Sample Documents, Page 8, Section 4.K. Insurance; “Each insurance policy required by this contract (with the exception of the Professional Liability policy-use as applicable), including a Subcontractor’s policy, shall contain the following clauses:” -- Question: We cannot name the State as an additional insured on our Cyber policy. Can the parenthesis exception be revised to also include except the Cyber policy?

**Answer 101:** Concerns regarding terms and conditions of an individual state shall be addressed during the execution of a Participating Addendum (PA).

**Question 102:** Exhibit 1 Hawaii Sample Documents, Page 9, Section 4.K; “Upon request, Contractor shall provide a copy of the policy or policies or shall allow the State to inspect a copy of the policy or policies.” -- Question: We do not provide copies of our insurance policies, but rather provides Certificates of Insurance. Can this sentence be omitted?

**Answer 102:** Concerns regarding terms and conditions of an individual state shall be addressed during the execution of a Participating Addendum (PA).

**Question 103:** Exhibit 1 Hawaii Sample Documents, General Conditions, page 4, Section 7 Indemnification and Defense -- Question A: Will the State consider adding a limitation of liability provision as to Contractor (or both parties) that is consistent with industry standards and commensurate with the value of the engagement? -- Question B: This indemnification provision is broader than the NASPO. Can this be modified to mirror the NASPO agreement, which provides for indemnification for bodily injury and tangible personal property damage and IP infringement?

**Answer 103:** Concerns regarding terms and conditions of an individual state shall be addressed during the execution of a Participating Addendum (PA).

**Question 104:** Exhibit 1 Hawaii Sample Documents, General Conditions, page 4, Section 8 Cost of Litigation -- Question: This provision does not account for the State being a prevailing party and causes contractor to potentially incur additional risk with respect to uncapped damages. Can this section be omitted?

**Answer 104:** Concerns regarding terms and conditions of an individual state shall be addressed during the execution of a Participating Addendum (PA).

**Question 105:** Exhibit 1 Hawaii Sample Documents, General Conditions, page 4, Section 9 Liquidated Damages -- Question: This provision does not account for the State being a prevailing party and causes contractor to potentially incur additional risk with respect to uncapped damages. Can this section be omitted?

**Answer 105:** Concerns regarding terms and conditions of an individual state shall be addressed during the execution of a Participating Addendum (PA).

**Question 106:** Exhibit 1 Hawaii Sample Documents, General Conditions, page 5, Section 13 Termination for Default, a. Default. "The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services." -- Question: This language is somewhat vague. If Contractor is not terminated, then would there be a need for the State to procure similar goods or services?

**Answer 106:** Concerns regarding terms and conditions of an individual state shall be addressed during the execution of a Participating Addendum (PA).

The following changes are made to the RFP:

**Change No. 1:**

**AMEND** Attachment 00, RFP Overview, III. GENERAL INFORMATION AND INSTRUCTIONS, K. Required Format and Content as follows:

**K. Required Format and Content**


All Proposals ~~must be submitted in the following format.~~ shall include each attachment listed in IV. OFFER RESPONSE, B. Required Submissions, and shall be labeled with the exact Attachment title. Detailed information on submitting each of these sections is contained in later sections of this RFP.

**The maximum file size that HlePRO can accept is 100MB. Files larger than 100MB must be reduced into two or more files.** Offeror can choose to 'zip' files and attach in HlePRO. However, zip files must not exceed 100MB. There is no limit to the number of files that may be uploaded.

**Change No. 2:**

**AMEND** Attachment 03, RFP Evaluation Plan, VI. Evaluation Criteria, D. Price, 2. Hourly Prices as follows:

- 2. Hourly Prices.** Offeror shall submit prices that represent fully burdened rates inclusive of all cost factors [e.g. direct labor, indirect labor, G&A (General and Administrative), and profit], excluding travel and other Purchasing Entities' taxes, i.e. sales or general excise tax. Prices shall be submitted in Attachment 09 Labor Categories Price Worksheet and guaranteed as part of the Master Agreement. Offeror shall submit prices for each labor category for the base period (years 1 and 2). Year 1 and 2 will be the same hourly rate for each labor category. Hourly prices **are not required to be submitted** in optional years (year 3 through 6) and will not be evaluated but are capped at 3% for each optional year.



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Procurement Officer