



STATE PROCUREMENT OFFICE

RELEASE DATE: JANUARY 16, 2019

THE STATE OF HAWAII STATE PROCUREMENT OFFICE

Request for Proposals Solicitation No. RFP-19-003-SW

PURCHASING CARD PROGRAM FOR THE STATE OF HAWAII

OFFERS ARE DUE AT 2:30 P.M. HAWAII STANDARD TIME (HST) ON

MARCH 1, 2019

(or such later date as may be established by the State of Hawaii by an Addendum to this RFP)

BY SUBMISSION TO THE HAWAII STATE EPROCUREMENT SYSTEM (HiePRO)

DIRECT ALL QUESTIONS REGARDING THIS RFP, QUESTIONS OR ISSUES RELATING TO THE ACCESSIBILITY OF THIS RFP (INCLUDING THE ATTACHMENTS AND EXHIBITS AND ANY OTHER DOCUMENT RELATED TO THIS RFP) AND REQUESTS FOR ACCOMMODATIONS FOR PERSONS WITH DISABILITIES IN CONNECTION WITH THIS RFP, TO:

SHANNON OTA

(808) 586-0563, or shannon.j.ota@hawaii.gov

Bonnie Kahakui
Procurement Officer

RFP-19-003-SW

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RFP Administrative Information

RFP Title:	Purchasing Card Program for the State of Hawaii
RFP Project Description:	The State of Hawaii is seeking a contractor to provide a purchasing card program for the State of Hawaii and all participating jurisdictions
State Contract Administrator: (See Section 1.3)	Agency Name – State Procurement Office Agency Address – 1151 Punchbowl Street, Rm 416 City, State, Zip - Honolulu, HI 96813 Buyer Name – Shannon Ota Buyer email – shannon.j.ota@hawaii.gov Buyer Phone – (808) 586-0563
Submit proposals electronically via Hawaii Electronic Program System (HlePRO) (See Section 2.3)	Electronic Submission
Pre-proposal Conference Via Webinar:	January 24, 2019, 9:00 a.m. Hawaii Standard Time (HST) https://spo.adobeconnect.com/rktz3klboeen/
Deadline to Receive Questions: (See Section 1.4, Schedule and Significant Dates)	February 8, 2019, 2:30 p.m. Hawaii Standard Time (HST)
Questions & Answers: (See Section 1.4, Schedule and Significant Dates)	All questions, including those about Terms and Conditions, must be submitted through HlePRO. Questions must be submitted by the question deadline date.
State’s Response to Questions: (See Section 1.4, Schedule and Significant Dates)	February 15, 2019, 2:30 p.m. Hawaii Standard Time (HST)
RFP Closing Date: (See Section 1.4, Schedule and Significant Dates)	March 1, 2019
RFP Closing Time: (See Section 1.4, Schedule and Significant Dates)	2:30 p.m. Hawaii Standard Time (HST)
Initial Term of Contract and Renewals: (See Section 1.5)	The initial term of the Contract shall be two (2) years with the option, upon mutual written agreement, for three (3) additional renewal periods of two (2) years or parts thereof. Upon mutual agreement, the contract may be extended or amended.
TAKE NOTE OF THE MINIMUM .75% (.0075) TRANSACTION FEE TO HAWAII INFORMATION CONSORTIUM, LLC (HIC) BASED ON QUARTERLY TRANSACTIONS AND LIMITED TO THE FIRST YEAR. (DETAILED IN SECTION 2.3 ELECTRONIC SUBMISSION AND SECTION 3.6 PAYMENT TO HAWAII INFORMATION CONFORTIUM, LLC.)	

OFFER CHECKLIST

Offeror must address ALL sections and attachments and provide the information and documentation as required in the table below

No.	Description	Reference in RFP	Completed
1	Offer Checklist – submittal of checklist with all items checked “completed.”	Offer Checklist	<input type="checkbox"/>
2	Completed and signed Offer Form OF-1; NOTE: Ensure that company name submitted in HlePRO matches the company name on the OF-1	Attachment A, Offer Form OF-1 Section 7.7 Proposal Preparation	<input type="checkbox"/>
3	Proposal Table of Contents		<input type="checkbox"/>
4	Acknowledgement & Acceptance of Minimum Requirements	Attachment B, OF-2 Section 5.2.1 Minimum Requirements	<input type="checkbox"/>
5	Technical Submittal (Not to exceed 12 pages)	Section 5.2.2 – Evaluation Criteria 1; Technical Scope of Work	<input type="checkbox"/>
6	Management Plan Submittal (TOTAL Not to exceed 16 pages, excluding resumes and auditors report)	Section 5.3.2 – Evaluation Criteria 2; Management Plan	<input type="checkbox"/>
	A. Organizational Experience, Size and Qualifications (Not to exceed 8 pages, excluding auditors report)	Section 5.3.2.1 – Evaluation Criteria, 2; Management Plan	<input type="checkbox"/>
	• Organizational Experience, Size and Qualifications	Section 5.3.2.1(A) – Organizational Experience, Size and Qualifications	<input type="checkbox"/>
	• Organizational Size/Structure	Section 5.3.2.1(B) – Organizational Size/Structure in Relationship to Scope of Work	<input type="checkbox"/>
	• Auditor’s Opinion Report	Section 5.3.2.1(c)- Auditor’s Opinion Report	<input type="checkbox"/>
	B. Transition/Implementation • Transition/Implementation Plan (Not to exceed 5 pages, excluding resume count)	Section 5.3.2.2 Transition/Implementation	<input type="checkbox"/>
	• Resumes (Not to exceed 2 pages per resume)	Section 5.3.2.2(f) – Transitional/Implementation	<input type="checkbox"/>
	C. Training Requirements (Not to exceed 3 pages)	Section 5.3.2.3 – Training Requirements	<input type="checkbox"/>
7	Rebates/Incentives (Not to exceed 3 pages)	Section 5.4.1-5.4.2 – Evaluation Criteria 3; Rebates/Incentives	<input type="checkbox"/>
8	Past Performance A. Performance Summary (Not to exceed 3 pages) B. Submittal of at least three (3) references; at least one (1) must be from a government agency.	Section 5.5 – Evaluation Criteria 4; Past Performance Attachment C, Offer Form OF-3 References, Section 5.5.3	<input type="checkbox"/> <input type="checkbox"/>
9	Cost & Fees C. List of all costs/charges for the pCard program and its associated fees.	Section 5.6.1 – Evaluation Criteria 5; Cost & Fees	<input type="checkbox"/>
10	Confidential, Protected, or Proprietary Information	Section 7.11, Confidentiality	<input type="checkbox"/>

Authorized Offeror Signature

REQUEST FOR PROPOSALS

Purchasing Card Program for the State of Hawaii

Solicitation #RFP-19-003-SW

SECTION 1: GENERAL INFORMATION

1.1 PURPOSE

The State of Hawaii desires to enter into a contract with a qualified contractor to furnish, implement and support a purchasing card (pCard) program for the purchase and payment of goods, services, and construction and to provide the same to other purchasing jurisdictions specified herein. The program is expected to provide an efficient and economical means for State agencies to make purchases and reconcile those purchases.

The State is committed to a model of continuous process improvement and desires a vendor who has an established verifiable history of delivering innovative solutions to its clients. The State seeks proposals that reflect the ability of the vendor to supply not only the core capabilities, but also understand the unique needs of the State and to recommend solutions that promote continuous improvement.

This RFP is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements, but it is not intended to limit a proposal's content or exclude any relevant or essential data.

1.2 BACKGROUND

The current State of Hawaii's pCard issuer is First Hawaiian Bank, using a MasterCard product. The State Procurement Office oversees the program and serves as the primary liaison with the card issuer. Cardholders are required to follow all applicable policies, procedures and guidelines for purchases and utilizes the purchasing card provider's online management tool to access and reallocate their purchasing card transactions. The pCard use is required for Executive Branch agencies for purchases under \$2,500. Some Executive Branch departments and participating purchasing jurisdictions manually download expense data from the pCard provider's web-based application CentreSuite. The data is then uploaded to a financial system of record, i.e. FAMIS, after the monthly cycle's transaction are reconciled with the invoice.

There are currently 18 purchasing jurisdictions that are a part of the existing pCard program, with approximately 3,700 cardholders. The participating purchasing jurisdictions are listed below.

Purchasing Jurisdictions

- 1) Executive Branch except the University of Hawaii
- 2) Dept. of Education (DOE)
- 3) Hawaii Health Systems Corp.
- 4) Office of Hawaiian Affairs
- 5) Judiciary
- 6) Senate
- 7) House of Representatives
- 8) City Council of Honolulu

- 9) Honolulu Authority for Rapid Transit
- 10) County of Maui
- 11) County of Hawaii
- 12) County Council of Hawaii
- 13) County of Kauai
- 14) County Council of Kauai
- 15) Board of Water Supply, City & County of Honolulu
- 16) Dept. of Water Supply, Hawaii County
- 17) Dept. of Water, Kauai County
- 18) Dept. of Water Supply, Maui County

The following are the annual transaction amounts/spend for the previous 3 fiscal years:

Fiscal Year	Total Expenditure	Total Transactions	Average Transaction Amount
FY 2017	\$118,196,586	318,812	\$370.74
FY 2016	\$114,757,902	312,408	\$367.33
FY 2015	\$110,279,641	305,434	\$361.05

The State currently receives, from the card issuer, quarterly rebates based on total dollar transaction. Each department within the participating jurisdiction receives the rebate in the form of a check based on the departments prorated percentage of spend.

The State also has an Emergency pCard program available to all Executive Branch departments and participating jurisdictions. The Emergency pCard program may only be used with the Governor’s emergency proclamation. Unlike the regular pCard, an emergency pCard has unrestricted merchant category codes (except cash withdrawals and financial services) and credit limits established by the department to make immediate purchases. Emergency cards are red in color and embossed with “Emergency” on the front of the card. The State Procurement Office has established Emergency pCard Notification Procedures with the card issuer to ensure compliance. At the present time eight (8) Executive Branch departments participate in the program.

The State also has cards designated as “Protocol Cards” which are only available to Executive Branch department directors to reduce the administrative burden associated with protocol expenditures. The protocol card is embossed with the director’s name and “Protocol” on the front of the card, has fewer restrictions (i.e. food purchases allowed) than the standard purchasing card, and the credit limit is set at \$2,500 per month. Currently there are eight (8) Executive Branch department directors that participate in the program.

The State of Hawaii Purchasing Card Program encompasses many different levels of government. While all must conform to the State Procurement Office’s policies and procedures, the hierarchical structure is delegated to each individual participating entity. The State’s Purchasing Card Program currently utilizes 3 levels within the hierarchy structure of the Total System Services (TSYS) platform and at minimum the State want to maintain this flexibility.

1.3 STATE CONTRACT ADMINISTRATOR

The State of Hawaii State Procurement Office (SPO) is the issuing office for this document and all subsequent addenda relating to it. The reference number for this solicitation is # RFP-19-003-SW. This number must be

referenced to on all proposals, correspondence, and documentation relating to the RFP.

The Contract Administrator identified below is the point of contact during this procurement process. Offerors and interested persons shall direct all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and resulting contract to the contract administrator. The Contract Administrator designated by the State of Hawaii, State Procurement Office is:

Shannon Ota
Purchasing Specialist
State of Hawaii, State Procurement Office
1151 Punchbowl Street, Room 416
Honolulu, Hawaii 96813
shannon.j.ota@hawaii.gov
phone: (808) 586-0563

1.4 SCHEDULE AND SIGNIFICANT DATES

Event	Date
Solicitation Release:	January 16, 2019
Pre-Proposal Conference:	January 24, 2019, 9:00 a.m. HST
Question Submittal Deadline:	February 8, 2019, 2:30 p.m. HST
Answers to Questions:	February 15, 2019, 2:30 p.m. HST
Closing Date and Time:	March 1, 2019, 2:30 p.m. HST
Estimated Date for Demonstrations:	March 4-15, 2019
Evaluations:	March 18-29, 2019
Anticipated Award Date:	April 24, 2019

The schedule represents the State's best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If a component of this schedule is delayed, the rest of the schedule may be shifted accordingly.

1.5 PERIOD OF PERFORMANCE

Term of contract shall be for the two (2) year period beginning on the date specified on the Notice to Proceed. The contract may be extended by mutual agreement without the necessity of re-soliciting for up to three (3) additional two (2) year periods or parts thereof, provided that the contract price for fees for each extended period remains the same or lower, or in the case of rebates/incentives, the rate remains the same or higher.

1.6 CONTRACT TYPE

This is a Firm-Fixed Price (FFP) contract. The State does not expect to pay any fees or charges, however, if an Offeror intends to charge fees for any of its services, the fees must be fixed for the entire period of performance.

1.7 CANCELLATION

The RFP may be cancelled and any or all proposals rejected in whole or in part, without liability, when it is determined to be in the best interest of the State.

SECTION 2: SOLICITATION INFORMATION

2.1 GOVERNING LAWS AND REGULATIONS

This procurement is conducted by the Department of Accounting and General Services (DAGS), State Procurement Office (SPO), in accordance with the State of Hawaii Public Procurement Code. Information about SPO and its governing regulations and laws are available at <http://spo.hawaii.gov/>.

2.2 OVERVIEW OF STATE OF HAWAII PROCUREMENT PROCESS

- 2.2.1 The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS Section 103D-303 on competitive sealed proposals.
- 2.2.2 The procurement process begins with the issuance of the RFP through the HlePRO. Written questions regarding the RFP are submitted through the HlePRO. Response to questions are issued by Addendum through HlePRO. Changes to the RFP are issued by Addendum through the HlePRO.
- 2.2.3 Proposals shall be received on HlePRO. Offeror's proposals shall be available for public inspection after posting of award, except for portions of the proposal that the Offeror has labeled confidential and/or proprietary pursuant to HAR Chapter 3-122-58.
- 2.2.4 The Procurement Officer, or an evaluation committee approved by the Procurement Officer, shall evaluate proposals in accordance with Section 5.1.8 Evaluation Criteria. The proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.
- 2.2.5 Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three (3) responsible offerors who submitted the highest ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the Best and Final Offer (BAFO) is tendered.
- 2.2.6 If the State determines a BAFO is necessary, it shall request one from the Offeror(s). The Offeror shall submit its BAFO and any BAFO received after the deadline or not received shall not be considered.
- 2.2.7 If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by addenda. Addenda to the RFP shall be distributed only to priority listed Offerors who submitted acceptable or potentially acceptable proposals.
- 2.2.8 Following any discussions, priority listed Offerors shall submit their BAFO only if it is requested. The date and time to submit the BAFO shall be announced in an addendum to the priority listed Offerors. If the Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer shall be construed as its BAFO.
- 2.2.9 The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.4 Schedule and Significant Dates.
- 2.2.10 After receipt and evaluation of the BAFOs, in accordance with Section 5.1.8, Evaluation Criteria, the

Procurement Officer or an evaluation committee reserves the right to have additional discussions with the top three Offerors. The Procurement Officer or an evaluation committee shall make its recommendation to the SPO Procurement Officer. The Procurement Officer shall issue a Notice of Award to the Offeror whose proposal is determined to be the most advantageous to the State taking into consideration the evaluation factors set forth in the RFP.

- 2.2.11 The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or discussion process. Once Notice of Award is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary should be identified by the Offerors and shall be excluded from public access.

If a person is denied access to a State procurement record, the person may appeal the denial to the Office of Information Practices, in accordance with HRS §92F-42(12).

- 2.2.12 The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and or evaluating proposals submitted in response to the RFP. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals in response to the RFP.

- 2.2.13 The RFP, any addenda issued, and the successful Offeror's proposal shall become part of the contract. All proposals shall become the property of the State of Hawaii.

2.3 ELECTRONIC PROCUREMENT

- 2.3.1 The State has established the Hawaii Electronic Procurement System (HlePRO) to solicit proposals for this service electronically. Offerors interested in responding to this electronic solicitation must be registered on HlePRO. Registration information is available at the State Procurement Office (SPO) website: <http://spo.hawaii.gov/HlePRO>, then select HlePRO Vendor Registration Guide. The State shall not be responsible for any person's or entity's failure to do so for any reason.

- 2.3.2 The State will use HlePRO to issue the RFP, receive Offers, and issue Addenda to the RFP. Addenda and other information and materials shall be provided by the State through HlePRO, including additions or changes with respect to the dates in Section 1.4 Schedule and Significant Dates. The State shall not be responsible for any delay or failure of any Offeror to receive any materials updated through the RFP process on a timely basis.

- 2.3.3 As part of this procurement process, Offerors are informed that awards made for this solicitation, if any, shall be done through HlePRO and shall therefore be subject to a Minimum .75% (.0075) transaction fee, not to exceed \$5,000, for the total contract term. The Minimum fee (.75%) is payable to HIC, the vendor administering HlePRO. Refer to Section 3.6 Payment to Hawaii Information Consortium, LLC (HIC).

- 2.3.4 HlePRO Special Instructions. Offeror shall review all special instructions located in HlePRO. Offerors are responsible for ensuring that all necessary files are attached to their offer prior to the proposal deadline.

Offerors are advised that they should not wait until the last minute to submit their proposal on HlePRO. Offerors should allow ample time to review their submitted proposal, including attachment(s), prior to the proposal deadline.

Offers shall input \$1.00 as the Unit Price in US Dollars and Cents when submitting their offer in HlePRO.

2.4 RFP ADDENDA

Formal changes to this RFP including but not limited to contractual terms and procurement requirements shall only be changed via formal written addenda issued by the SPO.

The State accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor the HAWAII STATE EPROCUREMENT SYSTEM (HlePRO) to obtain RFP addenda or other information relating to the RFP.

2.5 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on January 24, 2019, 9:00 a.m. HST via webinar at <https://spo.adobeconnect.com/rktz3klboeen/>. Attendance at the conference is optional. Answers to questions asked during the pre-proposal conference will be provided via an addendum posted in HlePRO. Any changes to the RFP as a result of questions posed will be made through addenda.

2.6 QUESTIONS REGARDING RFP CONTENTS

If a Prospective Offeror believes that any provision of the RFP is unclear, potentially defective or would prevent it from providing a meaningful Offer, it shall submit questions through the Questions & Answers section of the HlePRO solicitation requesting clarification before the deadline for doing so in Section 1.4 Schedule and Significant Dates. Each question shall identify the page, section number, paragraph, and line or sentence of such provision(s) of the RFP to which the question applies. The State POC will respond by the date for the same in Section 1.4 Schedule and Significant Dates. The State may, but is not required to, issue Addenda in response to written questions received regarding the RFP.

2.7 ELECTRONIC SUBMISSION OF QUESTIONS

All questions must be submitted through HlePRO. Questions must be submitted by the question deadline date and time shows in Section 1.4 Schedule and Significant Dates. Answers will be given via the HlePRO site as noted in Section 1.4 Schedule and Significant Dates.

Offerors are cautioned about including context in questions that may reveal the source of questions. The identity of potential Offerors will not be published with the answers, but the text of the questions will be restated, to the extent possible, to exclude information identifying potential Offerors. The State may refuse to answer any questions received after the Questions/Answers deadline.

2.8 PROPOSAL DUE DATE

Proposals must be received by the posted closing date and time as described in Section 1.4 Schedule and Significant Dates of this RFP. Proposals received after the deadline and/or through sources other than HlePRO will be rejected.

2.09 FIRM OFFERS

Responses to the RFP, including proposed costs and/or fees will be considered firm for one hundred eighty (180) days after the proposal due date.

2.10 OWNERSHIP OR DISPOSITION OF PROPOSALS AND OTHER MATERIALS SUBMITTED

All costs incurred by the Offeror in preparing or submitting a proposal shall be the Offeror's sole responsibility whether or not any award results from this RFP. The State shall not reimburse such costs. All proposals become the property of the State of Hawaii.

2.11 ADDITIONAL INFORMATION

The Offeror shall provide additional information regarding aspects of an Offeror's Proposal within five (5) business days of the State's request, unless the State specifies another period. As noted, each Offeror shall submit only one Proposal. If an Offeror submits more than one Proposal, then the State reserves the right to reject and or dismiss the Offeror from the RFP Process.

SECTION 3: REQUIREMENTS

3.1 MINIMUM ADMINISTRATIVE PROPOSAL REQUIREMENTS

This section contains the minimum requirements that must be met to be considered for the evaluation phase. All items described in this section are non-negotiable.

3.2 MINIMUM REQUIREMENTS AND QUALIFICATIONS

Offeror shall provide all services as described in Section 5.2.1. Offeror shall have been in business and have provided services for at least five (5) years.

3.3 INSURANCE

To be eligible for award, the Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business. See also Special Provisions, Liability Insurance that the awarded Offeror shall be required to submit to execute a formal contract with the State of Hawaii.

3.4 STATE TERMS AND CONDITIONS

Refer to Section 7, Special Provisions, Exhibit 1 - General Provisions, and Exhibit 2- AG General Conditions for the State's Special Term and Conditions that apply to this solicitation. Offeror shall indicate in their Proposal that they have read and understand the requirements.

3.5 PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days from receipt of invoice or satisfactory delivery of goods or performance of services to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

3.6 PAYMENT TO HAWAII INFORMATION CONSORTIUM, LLC (HIC)

HlePRO is administered by Hawaii Information Consortium, LLC (HIC). HIC shall invoice the Contractor directly for payment of transaction fees for the first year of the contract, not to exceed \$5,000. Invoice will be based on quarterly sales reports. Payment must be made to HIC within thirty (30) days from receipt of invoice. HIC is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance and future enhancements of the HlePRO system.

3.7 TERMINATION FOR NON-PERFORMANCE

Per AG-0080 103D General Condition section 13, Termination for Default,

- a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency

procurement officer, such officer may terminate the CONTRACTOR's right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. 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.

Per AG-008 103D General Condition section 14, Termination for Convenience,

- b. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.

SECTION 4: INSTRUCTIONS TO OFFERORS – PROPOSAL SUBMISSION

4.1 PROPOSAL STRUCTURE AND LABELING

Proposal must be detailed and concise. Each Proposal must be labelled and organized in a manner that is congruent with the requirements and terminology used in this RFP and must include a point by point response, structured in a form and reference to the RFP, addressing all requirements and the Scope of Work elements.

4.2 PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be received by 2:30 p.m. HST on March 1, 2019 through the Hawaii Electronic Procurement System (HiePRO). Hard copies will not be accepted.

4.3 ELECTRONIC SUBMISSION OF PROPOSALS

Proposals shall be submitted and received electronically through HiePRO by the date and time listed in Section 1.4 Schedule and Significant Dates. This electronically submitted offer shall be considered the original. Any offers received outside of the HiePRO, including faxed or e-mailed bids, shall not be accepted or considered for award. Any offer received after the due date and time shall be rejected. (See Section 2.3 Electronic Procurement for further information). **The maximum file size that HiePRO can accept is 100MB. Files larger than 100MB must be reduced into two or more files.**

Submission of a proposal shall constitute an incontrovertible representation by the Offeror that the Offeror agrees to comply with every requirement of the RFP, and that the RFP documents in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of work.

4.4 REQUIRED FORMAT AND CONTENT

All proposals must be submitted in the following format. Detailed information on submitting each of these sections is contained later sections of this RFP. Proposals shall be submitted in size 12 Arial font or equivalent.

1. **Offer Checklist.** Complete and submit all items noted on the Offer Checklist.
2. **Offer Form, OF-1.** Offeror shall complete and sign OF-1 Offer Form. See Special Provisions 7.7 Proposal Preparation.
3. **Table of Contents.** A Table of Contents must be included with each proposal. All major parts of the proposal shall be identified by referencing page number.
4. **Offer Form, OF-2 - Acknowledgement & Acceptance of Minimum Requirements.** Offeror shall complete and sign OF-2, Offer Form. Section 5.2.1 Minimum Requirements.
5. **Evaluation Criteria Submittals (Refer to Section 5-Evaluation and Award)**
6. **Offer Form, OF -3 - References.** Offer shall complete OF-2. See Section 5: Evaluation Criteria 4: Past Performance.
7. **Confidential, Protected or Proprietary Information.** All confidential, protected, or proprietary information must be included in this section of proposal response. Do not incorporate protected information throughout the Proposal. Rather, provide a reference in the proposal response directing the State to the specific area of this protected information section. If Offeror believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer should be so advised in writing and shall be furnished with justification for confidential status. Cost, fees,

finance charges and/or incentive/rebate rates are not considered confidential and shall not be withheld.

Information included in the Confidential, Protected, or Proprietary Information section of the Offeror's proposal is not automatically accepted and protected. All information identified in the section will be subject to review by the State in accordance with the procedures prescribed by Hawaii's open records statute, freedom of information act, or similar law.

SECTION 5: EVALUATION AND AWARD

5.1 EVALUATION

5.1.1 EVALUATION OF PROPOSALS

The Procurement Officer of the State of Hawaii State Procurement Office (SPO), or an evaluation committee of at least three (3) qualified State employees selected by the SPO Procurement Officer, shall evaluate proposals for the contract. The evaluation will be based solely on Section 5.1.8 Evaluation Criteria and the process described in this section.

5.1.2 RIGHT TO WAIVE MINOR IRREGULARITIES

The State in its sole discretion reserves the right to waive minor irregularities in the Proposal, which include but are not limited to corrections of deficiencies or clarification of ambiguities that in the judgement of the State do not require a comprehensive proposal rewrite. The State also reserves the right in its sole discretion to waive certain Minimum requirements provided that all of the otherwise responsive proposals fail to meet the same Minimum requirements and the failure to do so does not materially affect the procurement.

5.1.3 INITIAL REVIEW AND AWARD WITHOUT DISCUSSIONS

In the initial phase of the evaluation process, the State will review all proposals timely received. Unacceptable proposals (not conforming to RFP requirements) will be eliminated from further consideration.

The State reserves the right to award on receipt of initial proposals without an opportunity for discussion or proposal revisions, so Offerors are encouraged to submit their most favorable proposal at the time established for receipt of proposals. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals.

5.1.4 DISCUSSION WITH PRIORITY LISTED OFFERORS

Prior to holding any discussions, a priority list shall be generated consisting of proposals determined to be acceptable or potentially acceptable.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may limit the priority list to three (3) highest ranked, responsible Offerors.

The State may invite priority listed Offerors to discuss their proposals and demonstrate their products to ensure thorough, mutual understanding. The State in its sole discretion, shall schedule the time and locations for these discussions/demonstrations, generally within the timeframe indicated in Section 1.4 Schedule and Significant Dates. The State may also conduct discussions with priority listed Offerors to clarify issues regarding the proposals before requesting Best and Final Offers, if necessary.

In conducting discussion/demonstrations, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

5.1.5 BEST AND FINAL OFFERS

If deemed appropriate by the State in its sole discretion, the State may request each Offer to submit its BAFO. The request shall be issued via Addendum, which will provide guidance and additional instructions. Offeror's BAFO shall be submitted through HiePRO before the deadline. If an Offeror fails to do so, its last submitted Offer shall be deemed its BAFO.

The BAFO will be evaluated by the Evaluation Committee taking into consideration the Evaluation Criteria set forth in Section 5.1.8 Evaluation Criteria.

5.1.6 AWARD OF CONTRACT

Award shall be made to the responsible Offeror whose proposal is determined to offer the State the best value. Best value means the most advantageous offer determined by evaluating and comparing all relevant criteria in addition to price so that the offer meeting the overall combination that best serves the State is selected. These criteria may include, in addition to others, the total cost of ownership, performance history of the vendor, quality of goods or services, delivery and proposed technical performance.

5.1.7 RESPONSIBILITY OF OFFEROR

Pursuant to HRS §103D-310(c), the selected offeror shall at the time of award be compliant with all laws governing entities doing business in the State of Hawaii. See Special Provisions 7.2 Responsibility of Offerors.

5.1.8 EVALUATION CRITERIA

Evaluation criteria are listed in the relative order of importance. The award will be made to the responsive, responsible Offer whose proposal is determined to be the best value to the State based on the evaluation criteria listed in this section.

Table 1 – Evaluation Criteria -Total number of points used is 1000

Evaluation Category	Evaluation Subcategory	Point Breakdown	Points Possible
Evaluation Criteria 1: Technical			375
	Technical Scope of Work	300	
	Oral Presentation	75	
Evaluation Criteria 2: Management Plan			225
	Organizational Experience, size and Qualifications	75	
	Transition/Implementation Plan	75	
	Training	75	
Evaluation Criteria 3: Rebates/Incentives	Rebate/Incentive Proposal	225	225
Evaluation Criteria 4: Past Performance	Past Performance Summary and Offeror References	100	100
Evaluation Criteria 5: Cost Proposal	Costs/Fees/Surcharges	75	75
Total Possible Points			1000

5.1.9 NOTICE OF AWARD

After a final selection is made, the State of Hawaii will issue a notice of award on its electronic procurement system (HlePRO). Upon award, proposal files are public records and available for review at the State Procurement Office by submitting a Request for Access to Government Record. Information on the Office of Information Practices and forms may be found at: <http://oip/hawaii.gov>.

5.1.10 DEBRIEFING

Pursuant to HAR §3-122-60, a non-selected Offeror may request a debriefing to understand the basis of award.

A written request for debriefing shall be made within three (3) working days after the posting of the award of the contract. The Procurement Officer or designee shall hold the debriefing within seven (7) working days to the extent practicable from the receipt date of written request.

A protest by the requestor following a debriefing shall be filed within five (5) working days as specified in HAR §103D-303(h). See Special Provisions Section 7.14 Protest Procedures for submitting a protest.

5.2 EVALUATION CRITERIA

5.2.1 MINIMUM REQUIREMENTS

The following minimum requirements must be met by the Offeror as part of the submitted proposal. The Offeror shall complete Offer Form OF-2, which acknowledges and accepts each of the minimum requirements. Failure to meet any of the minimum requirements may result in rejection of the proposal. Decision regarding compliance with any minimum requirement shall be at the sole discretion of the State Procurement Office.

- A. Minimum Requirement 1 – Card Issuance
Card Issuance requires the approval of the department’s/jurisdiction’s pCard administrator. The awarded contractor shall incur all costs associated with card issuance, including but not limited to the production of the card and any delivery method proposed.

- B. Minimum Requirement 2 – Card Format/Design
The Offeror must provide customized card designs created specifically and exclusively for the State of Hawaii Purchasing Card Program.
 - a) It is required that the face of the card include account number, cardholder name, agency identification, expiration date, and State or County seals or other accepted design
 - b) State of Hawaii or County seals are acceptable designs, although other designs suggested by Offeror will be taken into consideration
 - c) Tax Exempt and tax identification number, if any required
 - d) The Offeror’s free “help” telephone number shall be imprinted on the reverse side of the purchasing card

- e) The Offeror may include any additional features (i.e. security) not addressed in the requirements
- f) The Protocol card shall have the word "Protocol" next/near the cardholder's name
- g) The Emergency pCard shall be of a different card color, of the State's choosing and "Emergency pCard" embossed on the face of the card

C. Minimum Requirement 3 – Card Controls and Restrictions

State Procurement Office and other participating agencies must have the ability to place account controls and restrictions on any card under the purchasing card program at various hierarchy levels. Such controls and restrictions shall include the following:

- a) The ability to restrict card access for cash or cash-like products
- b) MCC group template
- c) Merchant blocking
- d) Per transaction dollar limits
- e) Number of purchasing card transactions per day
- f) Number of purchasing card transactions per month/billing cycle
- g) Temporary card maintenance based on date parameters
- h) Dollar limits per day
- i) Dollar limits per month/billing cycle
- j) Dollar limits per cardholder

D. Minimum Requirement 4 – Fraud Detection

The State requires a robust and effective fraud detection system for the purchasing card program. The State desires to have a contractor with a system that will alert the State of any possible fraudulent transactions and desires to alert agency level card management personnel and to investigate suspect transactions for fraud and misuse.

E. Minimum Requirement 5 – Security and Confidentiality

Offeror shall maintain and provide an information security program to prevent the unauthorized disclosure, misuse, alteration, or destruction of confidential information.

F. Minimum Requirement 6 – Cardholder Information

The awarded contractor shall not sell or distribute a list of participating agencies, addresses, cardholder names and addresses, or any other information to any person, firm, or other entity for any purpose. The contractor shall not contact individual cardholders for any purpose not directly related to the use of the State purchasing card.

G. Minimum Requirement 7 – Customer Support & Contact Information

The Offeror shall provide customer support to the State Procurement Office and departmental/jurisdiction pCard administrators/alternates as designated by the State Procurement Office. The Offeror shall provide the following:

- a) 24/7/365 Customer service call center and technical support available to program administrators/cardholders

- b) Dedicated account representative(s) for the State’s normal business hours (7:45 am to 4:30pm Hawaii Standard Time)
 - c) Emergency contacts
- H. Minimum Requirement 8 – Lost/Stolen Cards and Account Closures
The State of Hawaii shall not be liable for unauthorized or fraudulent transactions posting to an account, including accounts that have been closed, or from lost or stolen cards.
- I. Minimum Requirement 9 – Data Transmission and Connectivity
 - a) Offeror shall provide a secure data transmission of its accounts and transaction activity at least once per day to the State’s Accounting Division, unless otherwise stipulated, or to multiple points as designated by the State Procurement Office
 - b) The State shall receive all data fields available in the transaction output from the card processor (i.e. transaction/posting date, amount, merchant etc.)
 - c) The Offeror provide all data associated to account transactions, including by not limited to travel folio data in the transmitted file.
- J. Minimum Requirement 10 – Rebate Documentation
The State Procurement Office requires the Offeror to provide backup documentation for the rebate earned, which shall include the rebate period (i.e. January to March), and the total dollar volume on which the rebate is calculated.
- K. Minimum Requirement 11 – Rebate Transmission
The State requires the Offeror to electronically transmit the quarterly rebates earned to each participating department/jurisdiction that is capable of receiving electronic deposits. If any State or County is unable to receive an electronic transfer, the Offeror shall offer an alternative method, including remittance by paper check.
- L. Minimum Requirement 10 – Corporate Responsibility
Responsibility for payment will rest with the State of Hawaii or participating jurisdiction. The cards will be under the control of the function(s) and individual(s) within each agency. Individual credit checks shall not be done on individual cardholders, nor shall the State of Hawaii or jurisdiction activity show up on cardholder’s personal credit histories. Any attempt to requirement individual responsibility is not acceptable.

5.2.2 EVALUATION CRITERIA 1: TECHNICAL SCOPE OF WORK

The Offeror shall explain how it meets or exceeds the requirements of each of the State’s goals and objective. The scope shall be submitted in size 12 Arial font or equivalent, not to exceed 12 pages. A mirrored response of the RFP with no descriptive clarification or substantive statements to validate responses will be considered high risk and will receive a degraded point score.

5.2.3 PROJECT GOALS AND OBJECTIVES

- A. Transaction Volumes

The Offeror shall describe available options for handling large volumes of transactions for entities across the State.

B. Worldwide Transaction

The Offeror shall describe available options to accommodate the use of the card worldwide.

C. Card Brand

The State desires a single card brand. The Offeror shall designate which card brand is being offered.

D. Billing Accounts

The State needs to provide card services to multiple participating agencies/jurisdictions (approximately 100 billing accounts) in the purchasing card program. The Offeror shall describe options and requirements for billing account creation and maintenance, including but not limited to:

- a) Electronic processing capabilities
- b) Mobile processing capabilities
- c) Secure file upload capabilities
- d) Workflow approval and maximum number of approval levels
- e) Ability to change credit limits in real-time
- f) Assign roles/permissions to program administrators/coordinators at various hierarchy levels
- g) Audit trail capabilities

E. Card Format/Design

The Offeror shall describe specifications for any card customizations that may be necessary to fulfill the program requirements to include but not limited to:

- a) Technical design specifications (including font type and color)
- b) Ability to provide multiple designs based on card type (i.e. Emergency, Declining Balance, Protocol)
- c) Ability to provide multiple designs based on billing account

F. Card Controls and Restrictions

The State has established block merchant category codes to prohibit cardholders from making purchases from blocked merchant categories that is imposed on every card issued. The Offeror shall describe card controls and restrictions available through their card products, including but not limited to:

- a) The ability to modify card controls and restrictions within the contractor's software based upon a user's hierarchy level
- b) The ability to modify card controls and restrictions at the billing account level
- c) The ability to modify card controls and restrictions at the individual account level
- d) The ability to manage the number of cards issued

- e) Other controls and restrictions that are available to the State and participating jurisdictions

G. Card Issuance

The Offeror shall provide description of card issuance and specify the time frame and delivery method options to included but not limited to:

- a) Ability to meet the timeframe for delivery of new cards and account numbers for all cardholders
- b) Issue a card when an application is initially submitted
- c) Reissue lost or stolen cards
- d) Reissue damaged cards
- e) Reissue due to fraudulent activity or compromised accounts

H. Card Issuance – Processing Capabilities

The State desires an automated process for card issuance that includes multiple approval levels. The Offeror shall describe options and requirements for card issuance, included but not limited to:

- a) Electronic processing capabilities
- b) Mobile processing capabilities
- c) Secure file upload capabilities
- d) Workflow approvals and number of levels
- e) Real-time capabilities
- f) Assign roles/permission to perform card issuance by program administrators/coordinators and various hierarchy levels

I. Cardholder Account Maintenance

The Offeror shall describe options and requirement for maintaining cardholder accounts, including but not limited to

- a) Electronic processing capabilities
- b) Mobile processing capabilities
- c) Secure file upload capabilities
- d) Workflow approval and maximum number of approval levels
- e) Card demographic modifications
- f) Real-time capabilities (i.e. view transactions, credit limit changes, or velocity changes)
- g) Audit trail capabilities

J. Agency Billing/Payment cycles

The Offeror shall describe their billing and payment cycle options to include but not limited to:

- a) Monthly
- b) Bi-Monthly
- c) Weekly
- d) Daily

- e) Multiple billing cycles within an agency

K. Account Statement Delivery

The Offeror shall describe available options for statement delivery to include but not limited to:

- a) Online
- b) Email
- d) Mobile
- e) Paper
- f) Ability to have multiple delivery methods

L. Reconciliation/Reports

The Offeror shall describe its available software solutions including but not limited to the following:

- a) Software solution's capabilities and operational requirements
- b) Transaction reconciliation
 - 1) Workflow approval and number of levels
 - 2) Default funding allocation capabilities
 - 3) Field lengths
 - 4) Ability to attach documents
 - 5) Ability to upload chart of accounts
 - 6) Process of modifying chart of accounts
- c) Reports
 - 1) Standard reports (i.e. spend summary, merchant activity, payment category etc.)
 - 2) Ad hoc or customized reports
 - 3) Report scheduling
 - 4) Delivery options (i.e. online, email etc.)
 - 5) Exporting options and formats
 - 6) Dashboards
 - 7) System data retainage
 - 8) Ability to access/run reports across hierarchy levels based on user's security role(s)
- d) Single sign-on to available software solutions
- e) Program audit tool
 - 1) Card accounting information
 - 2) Transaction information

M. Disputed Items and Credits

The Offeror shall describe the options available for handling disputed items and credits, including the following:

- a) Process for disputing charges appearing on the statement
- b) Procedure for crediting an agency's account, pending resolution of the disputed item
- c) Process for credit of items resolved in the agency's favor

- d) Description of any timeframes or requirements involved with this process
- e) Process for returning credit balances on master billing accounts

N. Program Optimization

The Offeror shall describe any options available to optimize card utilization, including but not limited to:

- a) Virtual card
- b) New vendor recruitment
- c) Expansion of payment capabilities through additional card platform tools
- d) Benchmarking and performance goals
- e) Preloaded, declining balance or similar capability
- f) A plan to expand the program
- g) Audit trail capabilities

O. Lost/Stolen Cards, Unauthorized/Fraudulent Transactions, Time Requirements and Procedures

The Offeror shall describe any deadlines or time frame requirements for credit/reimbursement or credit purposes, including the process for handling:

- a) Lost/stolen cards
- b) Unauthorized transactions
- c) Fraudulent transactions
- d) Employee fraud
- e) Charges that occur after an account is closed
- f) Automatic account closure process

P. Card Cancellation

Offer shall describe its practice for cancelling cards issued on behalf of the State. The State shall recover (whenever possible) and destroy, by cutting in half, all cards issued to an employee upon retirement, discharge or other resignation and notify contractor to cancel the account. The State shall not be liable for charges incurred after the notice to cancel. The Offeror shall:

- a) Describe card cancellation procedures
- b) Provide sample report showing cancelled accounts
- c) Describe process if a charge is posted to a cancelled account

Q. Changes in Program Coordinators/Administrators

The State desires an automated process for maintaining program coordinators/administrators. The Offeror shall describe how to:

- a) Assign roles/permissions for program administrators/coordinators at various hierarchy levels
- b) Other capabilities (not listed above)

R. Secure Data Transmission

The State desires secure data transmission. The Offeror shall describe the methods of securely transmitting the data file to the State, including but not limited to:

- a) Any limitation or restrictions to distributing these data fields to the State
- b) The different versions of data transmission files available and provide the data file layouts
- c) The technical support capabilities, including access, phone number, email, etc. and include a description of file delivery help desk and escalation process
- d) The State desires to receive merchant payee data. Offeror shall describe any available options as well as the proposed frequency of reporting and updates
- e) The State requires to receive electronic billing files on whatever cycle(s) the purchase program selected. Offeror shall describe all available options
- f) The State desires to receive a payment reconciliation file, which reflects payment applied to the master account(s) for a billing cycle. Offeror shall describe available options
- g) Mobile technology capabilities

S. Emergency Purchasing Card

The State of Hawaii currently has an Emergency pCard program available to all Executive Branch departments and participating jurisdictions. The Emergency pCard program may only be used with the Governor's emergency proclamation. The Offeror shall describe the process for the performance of this type of activity on a 24 hour/7 day a week basis, and reporting procedures to ensure compliance.

T. Liability

The State shall be liable for all valid transactions not exceeding the single purchasing card limit which are initiated with the control restrictions in effect at the time of the transaction. The State shall not accept liability for unauthorized use of purchasing cards, fraudulent use, or lost or stolen cards that are reported in accordance with the contractor's policies. The Offeror shall describe the procedures for unauthorized/fraudulent use or lost/stolen cards.

U. Disaster Recovery Plan

The Offeror shall describe their disaster recovery plan in detail and indicate the length of time required to restore to full services, assuming the contractor's primary operation site is unavailable due to either man-made or natural disaster. Offeror shall provide an annual report, to the State's pCard administrator, detailing the controls the Offeror is taking to ensure proper steps are taken to avoid any data loss hosted by the Offeror.

5.2.4 ORAL PRESENTATION

The State Procurement Office shall require oral presentations of only priority listed Offerors participating in the RFP process. Orals may be presented face-to-face, or via Skype or similar technology. This event will be listed in the Schedule and Significant Dates, Section 1.4 of this RFP. During oral presentations, Offeror may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below.

A. Materials and Information Required at Oral Presentation

It is highly desirable to view an actual software demonstration of an entire card process from the creation of a new cardholder to include cardholder as well as administrator functions and capabilities. Offerors shall have a strict two (2) hour time period to present their software products, which may include but not limited to the features provided below. Offerors may present any additional software feature they feel would meet the needs of the State within the two (2) hour period.

- a) Additional Software Capabilities
 - 1) Virtual/Single Use Accounts
 - 2) Payment files
 - 3) Audit/Monitoring
 - 4) Mobile technology including notifications, receipt attachment etc.
- b) Reporting
 - 1) Standard transaction reports
 - 2) Ad hoc reporting capabilities
 - 3) Location of reports
 - 4) Hierarchy reporting
 - 5) Cardholder reporting
 - 6) All fields available for reporting on travel or purchase transactions
- c) Data Transaction Transfer Capabilities
 - 1) Data mapping
 - 2) Import/export methods
- d) Administrative Features-Setup/Maintenance
 - 1) New cardholders
 - 2) Hierarchy
 - 3) Department/jurisdiction administrators
 - 4) Roles/responsibilities
 - 5) Default funding assignment
 - 6) Adding or deleting hierarchy points
 - 7) Hierarchy changes
 - 8) Number of hierarchies available
 - 9) Card demographic information
 - 10) Card single transaction and monthly limits
 - 11) Temporary card limit increases/decreases
 - 12) MCC templates
 - 13) Real-time capabilities
- e) Transaction Review/Editing
 - 1) Transaction edit/reconciliation capabilities (single or multiple transactions)
 - 2) Split funding
 - 3) Search by capabilities (transaction id, cardholder, merchant etc.)
 - 4) Unique document identifier

- 5) Number of screens per transaction view
- 6) Approval levels

5.3 EVALUATION CRITERIA 2: MANAGEMENT PLAN

5.3.1 The State is committed to a model of continuous process improvement and prefers a vendor who has an established, verifiable history of delivering innovative solutions to its clients. The State seeks proposals that reflect the capability of the vendor to supply core capabilities, and who will understand the unique needs of the State and to recommend solutions that promote the continuous improvement model.

5.3.2 MANAGEMENT PLAN SUBMITTAL

The State must maintain a level of efficiency and is seeking a vendor that can successfully meet the following objectives:

- Simplification of the purchasing process
- Reduction of administrative expenses associated with making State purchases
- Provide data and information management reports (reporting, analytical)
- Provide training when and where needed
- Customer support
- Promotion and expansion of the Purchasing Card Program (including but not limited to virtual cards, travel cards, fleet cards etc.)
- Provide seamless integration with our current financial program(s) i.e. DataMart and FAMIS.

The highest scoring Offeror meeting the specifications is one who is able to incorporate all the above described services and demonstrates verifiable performance in operating programs of similar size and complexity and has the capability to keep the State Procurement Office abreast of any new industry studies or any “Best Practices” studies as they become available.

There are three sub-factor evaluation criteria in the Management Plan Submittal: (1) Organizational Experience, Size and Qualifications, (2) Transition/Implementation, and (3) Training Requirements.

5.3.2.1 ORGANIZATIONAL EXPERIENCE, SIZE AND QUALIFICATIONS

The State desires a contractor with organizational experience, size and qualifications to ensure successful administration of the purchasing card program, as well as the financial stability to administer the purchasing card program through the contract duration. This section shall not to exceed 8 pages and shall be submitted in size 12 font Arial or equivalent.

- A. **Organizational Experience, Size and Qualifications**
Offeror shall provide a description of the organization, personnel and experience that would substantiate qualifications and ability to perform the required services.
- B. **Organizational Size/Structure in Relation to the Scope of Work**
Offeror shall provide the following information:
 - a) Information about the Offeror’s current dollar and transaction volume capacity to provide the services described in this Request for Proposals;

- b) Information supporting the adequacy of personnel resources available to implement and support the State of Hawaii's Purchasing Card program, including:
 - 1) The number of employees currently assigned to government credit card and corporate card accounts
 - 2) The management team and organizational structure for Hawaii's pCard program
 - 3) The number of positions that would be assigned to the State's purchasing card account and the number of hours each position will spend on implementation and on-going operations for the duration of the contract
 - 4) The physical location of employees to be assigned to the account
 - 5) The accessibility of these employees

- c) Auditor's Report
 The State desires to review the Offeror's financial information that confirms the financial stability of the company. The Offeror shall provide its latest auditor's opinion report which documents the Offeror ability to provide the required services.

5.3.2.2 TRANSITION/IMPLEMENTATION PLAN

The Offeror's transition and implementation plans are extremely important to the State. The transition/implementation team shall be available during the State's normal business hours (7:45am to 4:30pm). The Offeror shall describe the transition/implementation plan and should include but is not limited to the elements described below. Post award the contractor shall provide a comprehensive and detailed transition/implementation plan for each participating department and jurisdiction. Not to exceed 5 pages and shall be submitted in size 12 font Arial or equivalent, except personnel resumes.

- a) The timeline for implementing the purchasing card program.
- b) The tasks to be performed and responsible parties.
- c) All customer support that will be provided during implementation such as onsite support, technical assistance, user manuals, web-based training, etc.
- d) The process for adding new cardholders, billing accounts and coordinators during the transition/implementation period.
- e) Names of the proposed transition/implementation team members and organizational structure of the team.
- f) Resumes and experience of the proposed transition/implementation team members (not to exceed 2 pages per resume).
- g) The man-hours required to complete the transition with identified timelines.
- h) Services available to assist participating agencies with transition from current operations to the proposed system.
- i) Describe program's support services during and after implementation phases. This should include all roles and functions.
- j) Describe the manpower/personnel requirements of the State to deploy the pCard program. This should include all roles and functions involved in the workflow process of the program.
- k) Any other information necessary to understand the implementation of the proposed system.

5.3.2.3 TRAINING REQUIREMENTS

The Offeror shall provide an in-depth description of its training program regarding the transition and implementation of its program and ongoing training for cardholders. Description shall not exceed 3 pages and shall be submitted in size 12 font Arial or equivalent.

- a) On-site training concerning implementation procedures and pCard regulations shall be provided.
- b) Detailed description of training program for the State and participating purchasing jurisdictions including all related training materials supplied for all parties necessary in the administering of the pCard program.
- c) All training materials relevant to the pCard program shall be provided with unlimited copies of such training materials at no cost to the State or participating jurisdictions. Updates and revisions to the program shall be automatically distributed to all participating jurisdictions.
- d) Detailed description of the type of training and support programs available to the State. Training shall be readily available and conducted by Contractor's trained staff. Support, when required, shall be personally provided by Contractor's staff.
- e) Updates on technology changes.
- f) Updates on purchasing card rules and regulations affecting the State of Hawaii.
- g) Updates on changes within the financial institution that affect the State of Hawaii.
- h) The State desires to continue to adopt best practices and utilize current technologies. Offeror shall describe how the vendor plans to assist the State to attain this and maintain a strong program, including educational training.
- i) Supplements to the existing web-based training programs of the State Procurement Office. The State Procurement Office reserves the right to use contractor provided training programs on the State Procurement Office website or any other website or server by which web-based training programs are distributed by the State Procurement Office and the State Purchasing Card Program.

5.4 EVALUATION CRITERIA 3: REBATES/INCENTIVES

The State currently receives, from the card issuer, quarterly rebates based on total dollar transaction. Each department within the participating jurisdiction receives the rebate in the form of a check based on the departments prorated percentage of spend.

5.4.1 REBATE INFORMATION

The Offeror shall provide a plan for the quarterly earned rebate to the State of Hawaii based on the aggregate volume of purchases from all agencies during a standard payment cycle, and if applicable, based on increasing dollar and rebate tiers. Additionally, if varying rebates are offered based on categories of spend, timing, frequency of payment, and/or partial payments, those differences shall be thoroughly explained. Description shall not to exceed 3 pages and shall be submitted in size 12 font Arial or equivalent.

Offeror shall:

- a) Describe the rebate program and basis points
- b) Describe how the rebate is calculated
- c) Describe how large ticket items are handled
- d) Describe how virtual one-time cards are calculated
- e) Describe any reductions associated with the rebate program
- f) Identify any fees or costs related to the rebate

The Offeror providing the highest rebate will get the maximum evaluation points. All other Offerors will be allotted points based on the following formula: rebate amount (basis points) divided by the highest rebate (basis points) multiplied by the maximum possible points.

5.4.2 INCENTIVE INFORMATION

Offeror shall describe any incentives associated with the rebate program.

5.4.3 RATE GUARANTEE PERIOD

All rebates/incentives shall be guaranteed for the initial period of performance of the contract. The rebate/incentive for subsequent periods of performance shall remain the same or higher as agreed upon between the State and the contractor.

5.5 EVALUATION CRITERIA 4: PAST PERFORMANCE

5.5.1 PAST PERFORMANCE SUBMITTAL

This section contains requirements pertaining to past performance.

5.5.2 PAST PERFORMANCE

Offer shall provide a full description of past performance establishing the company submitting the proposal has the qualifications and experience to provide the services specified in this RFP. Not to exceed three (3) pages, not including references and shall be submitted in size 12 font Arial or equivalent.

- A. Offeror must have successfully performed similar work for a comparably sized entity within the previous five years.
- B. Offeror must have successfully implemented the proposed solution for at least one government entity and satisfactorily performing for at least (2) years.

5.5.3 REFERENCES

Offeror must provide 3 (three) references for similar projects for which the Offeror has completed an implementation. Offerors must include the name of a contact person, address, email, and telephone number, using Attachment C Offer Form -3. At least one of the three references must be from a government agency. Offerors are instructed to notify the reference that the STATE will be contacting them. Evaluation will be impacted if the STATE is unable to contact the reference or the reference does not timely provide the requested information.

Provide any additional information relevant to your experience and qualifications as a government purchasing card program provider.

5.5.4 PAST PERFORMANCE RELEVANCY RATINGS

The State of Hawaii will evaluate the Offeror's demonstrated record of contract performance in supplying the services that meet the user's needs, including costs/fees and schedule. The recency and relevancy of the

information, the source of the information, context of data and general trends in Contractor's performance will be considered. More recent and more relevant performance usually has a greater impact in the confidence assessment than less recent. For purposes of this evaluation, recency is defined as programs within the past five (5) years from the closing date of this solicitation.

5.6 EVALUATION CRITERIA 5: COST & FEES

5.6.1 Offeror shall provide an itemized cost schedule for all costs/charges for the pCard program and its associated services, if any —i.e. cost per card, start-up cost, annual fee(s), software licenses, maintenance fee(s), training, card replacement, etc.

Estimates of software and hardware requirements shall also be provided with a description of how software is licensed and whatever costs is associated with its license.

Offeror with the lowest and fewest fees will be awarded the greatest number of points. The State reserves the right to use various tools to determine if the fees are realistic, fair and reasonable.

Reminder: For the purposes of this RFP Offers shall input \$1.00 as the Unit Price in US Dollars and Cents when submitting their offer in HlePRO.

5.6.2 LATE PAYMENT FEES

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days from receipt of invoice or satisfactory delivery of goods or performance of services to make payment. In the event the State does not meet the payment deadline, Offeror shall describe any interest rate, method of computation, and, when interest rate is applicable.

- A. Offeror shall indicate late payment fees, method of computation and when late fees are applicable.
- B. Offeror shall describe if any grace period, beyond the thirty (30) day payment period will be allowed.

SECTION 6: POST AWARD REQUIREMENTS

6.1 The State shall require the awarded contractor to adhere to post award activities.

6.2 CONTRACTOR/STATE MEETINGS

The contractor shall participate in initial meetings with the State to discuss the contract, including but not limited to; an estimated time-line for transition and implementation, status reports of the transition and implementation, expectation of deliverables, training sessions, and follow-up meetings.

6.3 DISPUTE PROCESS

The State and the contractor shall develop a dispute resolution process at the initial contractor meetings, to address any issues or concerns that may occur during the transition/implementation stage or at any time throughout the contract period.

6.4 KEY PERFORMANCE INDICATORS (KPIs)

The contractor's performance shall be appraised based on the following KPIs, including but not limited to:

- Length of time to complete transition and implementation for each department/jurisdiction
- Number of training sessions provided to agencies
- Number of cards issued each month during the implementation stage
- Cardholder satisfaction rating with online reconciliation application
- Department Administrator satisfaction rating on the Administrative Features Set-up & Maintenance
- Department Administrator satisfaction rating on the ease of accessing standard and ad hoc reports
- Average length of time to resolve disputed/credit transactions
- Average length of time to resolve customer service issues

6.5 POST AWARD DELIVERABLES

The contractor shall provide, upon request of the State, the following, including but not limited to deliverable items:

Item	Date
Liability Insurance certificates (Commercial, Auto, Professional & Technology Based Services, Network/Cyber	Prior to start of contract
Transition Plan (by jurisdiction)	Within 6 weeks of Notice to Proceed
Implementation Plan (by jurisdiction)	Within 6 weeks of Notice to Proceed
Bi-weekly Progress Report on Implementation Plan (including number of accounts established & number of cards issued)	Bi-weekly
Disaster Recovery Plan	Annual
Training Plan	Within 8 weeks of notice
Bi-weekly Progress Report on Training Plan	

Copies of all Training Materials (prior to any implementation of any training session) or access to online web-based training	
Customized Card Design created exclusively for the State and individual jurisdictions (including emergency & protocol cards)	Within 10 weeks of notice to proceed
Reports (including but not limited to): Monthly transaction report by account/jurisdiction Quarterly rebate report by account/jurisdiction Annual transaction report by account/jurisdiction Annual rebate report by account/jurisdiction	Monthly/Quarterly/Annual As Requested
Updates on technology changes	Annual/As Requested
Updates on purchasing card rules and regulations affecting the State of Hawaii	Annual/As Requested
Updates on changes within the financial institution that affect the State of Hawaii	Annual/As Requested
Supplements to the existing web-based training programs of the State Procurement Office	Annual/As requested

SECTION 7: SPECIAL PROVISIONS

7.1 SCOPE

The Offer shall be in accordance with this RFP solicitation, including the Special Provisions in this section, the Scope of Work specified herein, the SPO General Provisions dated 7/2017 or as amended, and the Attorney General (AG) General Conditions, form AG-008 or as amended.

7.2 RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of § 103D-310(c), HRS:

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. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State of Hawaii.

7.3 VENDOR COMPLIANCE – HAWAII COMPLIANCE EXPRESS (HCE)

Vendors may use HCE, which is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service, Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

7.4 TIMELY REGISTRATION ON HCE

Vendors/contractors/service providers intending to use HCE to demonstrate compliance are advised to register on HCE as soon as possible at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted for the execution of contract and final payment. If a vendor/contractor/service provider is not compliant at the time of award, an Offeror will not receive the award.

7.4.1 Verification of Compliance on the HCE

Prior to awarding this contract, the State shall verify compliance of the Contractor.

7.5 VENDOR COMPLIANCE – PAPER DOCUMENTS

Vendors not utilizing the HCE to demonstrate compliance shall provide the paper certificates to the SPO as instructed below. All certificates must be valid on the date it is received by the SPO. Timely applications for applicable clearances are the responsibility of the Offeror.

7.5.1 HRS Chapter 237 Tax Clearance Requirement for Award

Pursuant to Section 103D-328, HRS, the Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate.

The Tax Clearance Application, Form A-6, and its completion and filing instructions, are available on the DOTAX website: <http://tax.hawaii.gov/forms/>.

7.5.2 HRS Chapter 383 (Unemployment Insurance), 386 (Worker's Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) Requirements for Award

Pursuant to Section 103D-310(c), HRS, the Offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the SPO.

The DLIR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR, and its filing instructions are available on the DLIR website: <http://labor.hawaii.gov/forms/>.

7.5.3 Compliance With Section 103D-310(c), HRS, For An Entity Doing Business In The State

The Offeror shall be required to submit a Certificate of Good Standing (COGS) issued by the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) – Business Registration Division (BREG). The Certificate is valid for six (6) months from date of issue. A photocopy of the certificate is acceptable to the SPO.

To obtain the Certificate, the Offeror must be registered with the BREG. A sole proprietorship is not required to register with the BREG and is therefore not required to submit the certificate.

For more information regarding online business registration and the COGS is available at <http://cca.hawaii.gov/breg/>.

7.5.4 Timely Registration.

The above certificates should be applied for and submitted to the SPO as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an Offeror otherwise responsive and responsible will not receive the award.

7.5.5 Verification of Compliance

Upon receipt of compliance documents (A-6, LIR#27, COGS), the SPO reserves the right to verify their validity with the respective issuing agency. The Contractor shall maintain their compliance throughout the term of the contract.

7.6 REQUIRED REVIEW

Before submitting a proposal, each Offeror must thoroughly and carefully examine this RFP, any attachment, addendum and any other relevant document to ensure Offeror understands the requirements of the RFP. Offeror must also become familiar with the State, local and Federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.

Should Offeror find defects and questionable, or objectional items in the RFP, Offeror shall notify the State in writing prior to the deadline for written questions as Section 1.4 RFP SCHEDULE AND KEY DATES, or as amended. This will allow the issuance of any necessary corrections and/or amendments to the RFP by addendum and mitigate reliance on a defective solicitation and exposure of proposal(s) upon which award could not be made.

7.7 PROPOSAL PREPARATION

7.7.1 OFFER FORM OF-1

Offer Form OF-1 is required to be completed using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, in the appropriate space on OFFER FORM page OF-1.

The Offeror's authorized signature on the Offer Form shall be an original signature in ink, which shall be required before an award, if any, can be made. The signed Offer Form shall indicate the Offeror's intent to be bound.

Completion of Offer Form OF-1 is Offeror's acknowledgement and agreement to provide services identified in the RFP and its understanding of evaluation criteria and process.

7.8 OFFER GUARANTY

An offer guaranty is NOT required for this RFP.

7.9 TAX LIABILITY

Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Contractor is advised that they are liable for the Hawaii GET at the current 4.5% for transactions made on the islands of Oahu and Kauai, and at the current 4.25% rate for the islands of Hawaii, and at the current 4.00% for transactions made on the islands of Maui, Molokai, and Lanai. If, however, an Bidder is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Bidder shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

7.10 FEDERAL I.D. NO. AND HAWAII GENERAL EXCISE TAX LICENSE I.D.

Offeror shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on OFFER FORM, page OF-1, thereby attesting that the Offeror is doing business in the State.

7.11 CONFIDENTIALITY

7.11.1 If an Offeror in good faith considers a portion of an Offer, or correspondence with the State to contain confidential information, it shall follow the procedures set forth below in this section. Costs included in an Offer cannot be confidential and will not be withheld from public access.

7.11.2 Any Offeror may request the nondisclosure of designated trade secrets or other proprietary data it considers confidential. Such request shall be in writing specifically identifying the information or material asserted to be confidential and the justification for confidential treatment. The request shall be submitted with the submission of the Offer. The information or material asserted in or with the Offer to be confidential to the

Offeror shall be clearly marked and be submitted in or with the Offer in such manner as to be readily separable from the Offer (or remaining portion of the Offer) to facilitate public access to and inspection of the non-confidential portion of the Offer.

7.11.3 Pursuant to HAR §3-122-58, the State will consult with the Attorney General regarding an Offeror's request for confidentiality of part of its Offer. The Attorney General shall determine what portions of the request are confidential under Law and what portions are not, in accordance with HRS Chapter 92F. The State shall communicate the Attorney General's determination to the Offer in writing. If the request for confidentiality is denied in whole or in part, the information or material deemed to be non-confidential shall be made available as public information unless the Offeror appeals pursuant to HRS §92F-42(1).

7.11.4 Redaction by the State. If the State determines, pursuant to HRS §92F-13, that any information or material in an Offer, any written question or submission by a Prospective Offeror, an Offeror, or a Contractor, any response to any question or submission from a Prospective Offeror, Offeror, or Contractor, and/or any Contract document is not required to be disclosed, then the State shall segregate, or redact, or otherwise cause any such information or material to not be made available as public information.

7.12 PROPOSAL OBJECTIVES

One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective.

Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably considered and appropriate for the purpose. Emphasis will be on completeness and clarity and content.

When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligation outlined in this RFP.

The proposal shall describe in detail the Offeror's ability and to meet the goals and objectives of this RFP.

7.13 EACH OFFEROR TO BEAR ITS OWN COSTS

Each Offeror shall be responsible for all costs incurred by it prior to the Notice of Award, including, without limitation, its costs of preparing and submitting its Offer, responding to notices or requests, making Priority-Listed Offeror presentations, demonstrations and discussions, and otherwise participating in the RFP process.

7.14 PROTEST PROCEDURES

Pursuant to HRS §103D-701 and HAR §3-126-3, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer at:

Procurement Officer
State Procurement Office
1151 Punchbowl Street, Room 416
Honolulu, HI 96813

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award or if requested, within five (5) working days after the Procurement Officer's debriefing was complete.

The notice of award, if any, resulting from this solicitation shall be posted on the State of Hawaii electronic procurement site.

7.15 NOTICE TO PROCEED

Upon execution of the contract, a Notice to Proceed will be issued. The two-year period of the contract shall commence on the date indicated in the Notice to Proceed.

7.16 CONTRACT EXECUTION

Successful Offerors shall be required to enter into a formal written contract to be signed by the Contractor and returned within ten (10) days.

No performance or payment bond is required for this contract.

No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date.

If an option to extend is mutually agreed upon, the Contractor shall be required to execute a supplemental contract for the additional extension period.

7.17 LIABILITY INSURANCE

Prior to the contract start date, the Contractor shall procure at its sole expense and maintain insurance coverage acceptable to the State in full force and effect throughout the term of the Contract. The Offeror shall provide proof of insurance for the following minimum insurance coverages(s) and limit(s) in order to be awarded a contract. The type of insurance coverage as listed as follows:

1. Commercial General Liability Insurance

Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the Contractor, its employees and subcontractors during the term of the Contract. This insurance shall include the following coverage and limits specified or required by an applicable law: bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence; personal and advertising injury of \$1,000,000 per occurrence; broadcasters' liability insurance of \$1,000,000 per occurrence; and with an aggregated limit of \$2,000,000. The commercial general liability policy shall be written on an occurrence basis and the policy shall provide legal defense costs and expenses in addition to the limits of liability stated above. The Contractor shall be responsible for payment of any deductible applicable to this policy.

2. Automobile Liability Insurance

Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000 for bodily injury for each person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage for each accident.

3. Professional and Technology-Based Services Liability Insurance

Insuring against damages and claim expense as a result of claims arising from actual or alleged wrongful acts in performing cyber and technology activities in the amount of \$3,000,000, per accident/occurrence/annual aggregate.

4. Network/Cyber Liability Insurance

Including coverage for Professional and Technology-Based Services Liability if not covered under Company's Professional Liability/Errors and Omissions Insurance reference above in the amount of \$3,000,000, per claim/occurrence/annual aggregate, covering the Contractor, its employees, agents, contractors, and subcontractors in the performance of all services.

5. Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by federal or State law.

The Commercial General Liability Insurance, Automobile Liability Insurance, and Network/Cyber Liability certificates of insurance shall contain the following clauses:

1. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
2. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

A Waiver of Subrogation shall apply to the Commercial General Liability Insurance, Automobile Liability and Worker's Compensation Insurance policies and shall be in favor of the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this RFP have been complied with and to keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of the contract. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

The Contractor will immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

Failure of the Contractor to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the State to exercise any or all of the remedies provided in the Contract, and this RFP, for default by the Contractor (including without limitation terminating the Contract).

The procuring of any required policy or policies of insurance shall not be construed to limit the Contractor's

liability hereunder, or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the Contractor shall be responsible for the full and total amount of any damage, injury, or loss caused by the Contractor's negligence or neglect in the provision of services under the Contract.

7.18 CONTRACT INVALIDATION

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

7.19 MISTAKES IN PROPOSALS

7.19.1 Mistakes shall not be corrected after award of contract.

7.19.2 When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer may request the offeror to confirm the proposal. If the Offer alleges mistake, the proposal may be corrected or withdrawn pursuant to this section.

7.19.3 If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.

7.19.4 If discussions are not held, or if the best and final offers upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal but the intended correct offer is not; or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality or quantity. If discussion are not held or if best and final offers upon which award will be made have been received, the Procurement Officer may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the State. Examples include the failure of Offeror to: return the number of signed proposals required by the request for proposals; sign the proposal, but only if the unsigned proposals is accompanied by other material including the Offeror's intent to be bound; or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms, or the amendment involved had no effect on price, quality or quantity.

7.20 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

7.20.1 The Offeror may modify or withdraw a proposal before the proposal due date and time.

7.20.2 Any change, addition, and/or deletion of attachment(s) of an Offer may be made prior to the deadline for submittal of offers.

7.21 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

During the course of the contract, Contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the Contract Administrator will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work.

Contractor will not commence additional work until the Contract Administrator has secured the required State approvals necessary for the amendment and an executed written contract amendment has been issued.

7.22 RE-EXECUTION OF WORK

The Contractor shall re-execute any work that fails to conform to requirements of the contract which appear during the course of the work and shall immediately remedy any defects due to faulty work by the Contractor.