



RELEASE DATE: March 21, 2018

**The State of Hawaii**  
**State Procurement Office**  
In conjunction with



**Request for Proposals**  
**Solicitation #RFP-18-002-SW**

**Procurement of Acquisition Support**  
**Services**

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

~~May 1, 2018~~~~May 15, 2018~~June 29, 2018

(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:**

DONNA (DONN) TSURUDA-KASHIWABARA, TELEPHONE  
(808) 586-0565 OR EMAIL ADDRESS donna.tsuruda-kashiwabara@hawaii.gov.

Mara Smith  
Procurement Officer

RFP-18-002-SW

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### RFP Administrative Information

RFP Title:	Procurement of Acquisition Support Services
RFP Project Description: (See Section 1.2 Purpose)	The State of Hawaii in conjunction with NASPO ValuePoint, is seeking Contractor(s) to provide acquisition support services.
RFP Lead: (See Section 1.3 Lead State, Solicitation Number and Lead State Contract Administrator)	Buyer Name – Donna (Donn) Tsuruda-Kashiwabara Agency Name – State Procurement Office Agency Address – 1151 Punchbowl Street, Room 416 City, State, Zip – Honolulu, HI 96813 Buyer email – donna.tsuruda-kashiwabara@hawaii.gov Buyer Phone – (808) 586-0565
Submit proposals electronically via Hawaii Electronic Procurement System (HiePRO): (See Section 4.3 Electronic Submission of Proposals)	Electronic Submission hiepro.ehawaii.gov
Pre-Proposal Conference:	March 28, 2018; 9:00 a.m. Hawaii Standard Time (HST)
Pre-Proposal Conference Location: (See Section 2.5 Pre-Proposal Conference)	via webinar
Deadline To Receive Questions: (See Sections 1.4 Schedule and Significant Dates and 2.7 Electronic Submission of Questions)	April 4, 2018; 2:30 p.m. HST
Question & Answers: (Sections 1.4 Schedule and Significant Dates and 2.7 Electronic Submission of Questions)	All questions, including those about Terms and Conditions, must be submitted through HiePRO. Questions must be submitted by the question deadline date.
RFP Closing Date: (See Section 1.4 Schedule and Significant Dates)	<del>May 1, 2018</del> <del>May 15, 2018</del> <u>June 29, 2018</u>
RFP Closing Time: (See Section 1.4 Schedule and Significant Dates)	2:30 p.m. HST
Initial Term of Contract and Renewals: (See Attachment A, Section 3 Term of the Master Agreement)	The initial term of the Contract will be two (2) years with the option, upon mutual written agreement, for three (3) additional renewal periods of one (1) year each or parts thereof. Upon mutual agreement, the contract may be extended or amended.
<p><b>TAKE NOTE OF THE 0.25% NASPO VALUEPOINT ADMINISTRATIVE FEE DETAILED IN SECTION 6 OF THE NASPO VALUEPOINT STANDARD TERMS AND CONDITIONS (ATTACHMENT A), WHICH MUST BE INCORPORATED INTO YOUR PRICE. OTHER STATES MAY NEGOTIATE ADDITIONAL ADMINISTRATIVE FEES IN THEIR PARTICIPATING ADDENDA FOLLOWING AWARD OF A MASTER AGREEMENT. ALSO, NOTE THE MANDATORY .75% (.0075) TRANSACTION FEE TO HAWAII INFORMATION CONSORTIUM, LLC (HIC) BASED ON QUARTERLY SALES FOR AWARDS MADE IN HIEPRO TO HAWAII AGENCIES ONLY AND LIMITED TO THE FIRST YEAR INITIAL TERM, WHICH IS TWO YEARS. (DETAILED IN SECTION 2.3 ELECTRONIC PROCUREMENT AND SECTION 3.19 PAYMENT TO HAWAII INFORMATION CONSORTIUM, LLC.)</b></p>	

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# REQUEST FOR PROPOSALS

## Procurement of Acquisition Support Services

Solicitation # RFP-18-002-SW

### Section 1: General Information

#### 1.1 Background

The field of Acquisition has undergone considerable change in the last few years. This is attributable to many factors including the necessity to research and implement strategies to realize cost savings due to an austere economy and advances in the use of technology and ability to collect and analyze data. Even the way acquisition is perceived has changed. It has become a high level strategic function rather than a lower level process function.

The intent of this procurement is to contract Acquisition Subject Matter Experts to supplement current lack of knowledge and expertise in any one or many areas of the acquisition lifecycle and not intended to be utilized to provide staff augmentation services. For this request for proposals, use of “acquisition” refers to acquisition expertise.

Services expected include acquisition planning assistance, including market research and recommending procurement strategy; acquisition document development including cost/price estimates, quality assurance surveillance plans, statements for work, synopses, solicitations, price negotiation memoranda, etc.; expert assistance in supporting proposal evaluations, including price/cost analysis or technical proposal analysis; contract administration support services, including assistance reviewing contractor performance, development of contract modifications, and investigating reports of contract discrepancies; contract close-out assistance; competitive sourcing support, including strategic sourcing studies; privatization studies, public-private partnerships.

Services may be required in any phase within the acquisition life cycle phases shown below.



It is important to recognize, however, that the government/state/city organization has fundamental inherent government functions that should not be delegated to a Contractor. When it relates to acquisition, the only people who should be making final decisions should be government personnel. Federal Procurement Law defines inherent functions to be performed only by government employees. The State of Hawaii, State Procurement

Office (SPO) recommends this guidance as a good acquisition policy. The SPO considers the following responsibilities inherently governmental:

- Determining what supplies or services are to be acquired by the Government;
- Approving any solicitation documents, to include documents defining requirements, specifications, incentives, and evaluation criteria;
- Negotiating;
- Awarding contracts;
- Approving post-award contract changes to include, but not limited to, ordering changes in contract scope, schedule, budget;
- Responding to evaluations of Contractor performance and accepting or rejecting Contractor products or services; and
- Terminating contracts.

It is the responsibility of the Procurement Officer placing the order to make the determination if an action must be performed by the government or may be performed by a Contractor. Ordering activities must require prospective Contractors to identify potential conflicts of interest and address those, prior to task order award. For more information, see Attachment B Scope of Work, 2. Contractor Responsibility.

## 1.2 Purpose

The State of Hawaii, State Procurement Office (SPO) serving as the Lead State is requesting proposals for Procurement of Acquisition Support Services (PASS) in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposals (RFP) is to establish Master Agreements with qualified offerors to provide acquisition support services for all Participating States. **Services do not include assistance and/or support in the acquisition of construction contracts.**

The objective of this RFP is to obtain best value and achieve more favorable pricing by leveraging economies of scale than is obtainable by an individual state or local government entity. The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions. The initial term of the master agreement shall be two (2) years with three (3) additional 12-month renewal periods or parts thereof as outlined in Section 3 of the NASPO ValuePoint Master Terms and Conditions (Attachment A).

It is anticipated that this RFP may result in Master Agreement awards to multiple Contractors at the Lead State's discretion.

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

The purpose of this solicitation is to select Contractor(s) who can offer all services for all members participating in the NASPO ValuePoint Cooperative Purchasing Program. Full coverage across the nation is our primary goal. As such, this Program will recognize regional and/or local companies within a State to ensure sufficient coverage.

**1.3 Lead State, Solicitation Number and Lead State Contract Administrator**

The State of Hawaii State Procurement Office (SPO) is the Lead State and issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation # RFP-18-002-SW. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

The Lead State Contract Administrator identified below is the single point of contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator 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 the resulting Master Agreement. The Lead State Contract Administrator designated by the State of Hawaii, State Procurement Office is:

Donna (Donn) Tsuruda-Kashiwabara, C.P.M.  
 Purchasing Supervisor  
 State of Hawaii, State Procurement Office  
 1151 Punchbowl Street, Room 416  
 Honolulu, HI 98613  
 donna.tsuruda-kashiwabara@hawaii.gov  
 phone: (808) 586-0565; fax: (808) 586-0570

**1.4 Schedule and Significant Dates**

The table below contains the State's current estimate of the schedule and significant dates. All times are Hawaii Standard Time (HST). If a component of this schedule, such as "Proposals Due Date and Time" is delayed, the rest of the schedule may likely be shifted by the same number of days. Any change to the RFP Schedule and Significant Dates prior to the proposal due date shall be issued by addendum.

Event	Date
Solicitation Release:	March 21, 2018
Pre-Proposal Conference:	March 28, 2018; 9:00 a.m.
Question Submittal Deadline:	April 4, 2018; 2:30 p.m.
Answers to Questions:	April 13, 2018; 2:30 p.m.
Proposal Due Date and Time:	<del>May 1, 2018</del> <del>May 15, 2018</del> <u>June 29, 2018;</u> 2:30 p.m.
Estimated Date for Discussions, if necessary	June 25 - 29, 2018
Estimated Due Date for BAFO, if necessary	July 20, 2018

Anticipated Award Date:	August 15, 2018
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## 1.5 Definitions

The following definitions apply to this solicitation. Attachment A also contains definitions of terms used in this solicitation and the NASPO ValuePoint Master Agreement terms and conditions.

**Action Plan** is the comprehensive research summary completed by the Contractor which outlines the insights found and provides the steps needed to convert an organization's current structure and processes into a Category Management structure.

**A la carte basis** means a separate price for each service offered by the Contractor.

**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.

**Contract Administrator** means the person designated to manage the various facets of the contract(s) to ensure Contractor's total performance is in accordance with the contractual commitments and obligations are fulfilled.

**Construction** means the process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. The term includes the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property. **NOTE: ANY RESULTING CONTRACT TO THIS RFP WILL NOT INCLUDE SERVICES TO SUPPORT CONSTRUCTION PROCUREMENT.**

**Contractor** means the person having a contract with a governmental body.

**Fixed-price basis** means an established price agreed upon by the Contractor and Purchasing Entity, by agreement or by authority, as the price to be charged for a specified amount of services.

**Goods** means all property, including but not limited to equipment, equipment leases, materials, supplies, printing, insurance, and processes, including computer systems and software, excluding land or a permanent interest in land, leases of real property, and office rentals.

**Governmental body** means any department, commission, council, board, bureau, authority, committee, institution, legislative body, agency, government corporation, or other establishment or office of the executive, legislative, or judicial branch, city or county of any U.S. State, (including the Office of Hawaiian Affairs for the State of Hawaii).

**Hawaii Administrative Rules (HAR)** means the adopted operating procedures for state agencies authorized by the laws of the State of Hawaii.

**Hawaii Revised Statutes (HRS)** means the laws that govern the State of Hawaii.

**Inherently Governmental Duties** means those duties which shall only be performed by a government employee.

**IT Consulting Services** means services provided by firms who focus on providing the following services: writing, testing and supporting custom software; planning and designing integrated hardware, software and communication infrastructure; and on-site management of computer systems and data processing facilities. **NOTE: THIS CONTRACT DOES NOT INCLUDE A CATEGORY OF SERVICES FOR IT CONSULTING SERVICES; HOWEVER, A CONTRACTOR MAY BE HIRED TO ASSIST IN THE ACQUISITION OF IT CONSULTING SERVICES.**

**Key Performance Indicator (KPI)** means how a quantifiable measure is utilized to assess the success of a Contractor in meeting strategic goals and objectives for performance.

**Lead State** means the State conducting this cooperative procurement, evaluation, and award, which for this procurement is Hawaii.

**Market Research** means the gathering and studying of data relating to consumer preferences and purchasing power. In relation to the procurement life cycle, Market Research means the examination of available sources of information to find available sources of supply to meet the needs of any given procurement.

**Market Research Plan** means the process that one will follow to gather, analyze, and interpret information about a particular market. The plan would define market research approaches and include different types of market research to undertake for maximum impact.

**Offeror** means the company or firm who submits a proposal in response to this Request for Proposal.

**Prime Contractor** means the Contractor awarded a contract for all categories for acquisition support services.

**Proposal** means the official written response submitted by an Offeror in response to this Request for Proposals.

**Proposer** has the same meaning as Offeror.

**Request for Proposals or "RFP"** means the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.

**Statement of Work** defines the services to be delivered by the Contractor. Note: For the purposes of this RFP, statement of work describes the services within a Task Order when requesting quotes from awarded Contractor(s).

**Subcontractor** means a Contractor contracted for work by the Prime Contractor.

**Target Market** means a particular group of consumers at which a product or service is aimed.

### **1.6 NASPO ValuePoint Background Information**

NASPO ValuePoint (formerly known as WSCA-NASPO) is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites [www.naspovaluepoint.org](http://www.naspovaluepoint.org) and [www.naspo.org](http://www.naspo.org).

### **1.7 Participating States**

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement: Maryland, Massachusetts, Montana, Nebraska, Nevada, North Dakota, Utah and Virginia. Other entities may become Participating Entities after award of the Master Agreement. Some States may have included special or unique terms and conditions for their state that will govern their state Participating Addendum. These terms and conditions are being provided as a courtesy to proposers to indicate which additional terms and conditions may be incorporated into the state Participating Addendum after award of the Master Agreement. The Lead State will not address questions or concerns or negotiate *other States'* terms and conditions. The Participating States shall negotiate these terms and conditions directly with the supplier. Lead state's specific terms and conditions are included in Exhibits 1-3.

### **1.8 Anticipated Usage**

This is a new Master Agreement for the Lead State and NASPO ValuePoint. Annual usage data, therefore, is not available. No minimum or maximum level of sales volume

is guaranteed or implied in awarded agreements made under this RFP.

### **1.9 Period of Performance**

This contract has a base period of two (2) years plus three (3) additional 12-month periods.

### **1.10 Contract Type**

This is a Firm-Fixed-Price (FFP) contract based on labor hours under which only FFP task orders can be issued. For work performed by the Contractor's employees and/or Subcontractor employees, the labor categories, direct-productive-labor-hours (DPLH) and fixed labor rates shall apply. The qualifications for the labor categories are identified in Section 6.6 Minimum Qualifications of Labor Categories.

## **Section 2: Solicitation Information**

### **2.1 Governing Laws and Regulations**

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

This procurement shall be governed by the regulations and laws of the Lead State. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in State of Hawaii. The provisions governing choice of law and venue for issues arising after award and during contract performance are specified in Section 35 Governing Law and Venue of the NASPO ValuePoint Master Agreement Terms and Conditions in Attachment A.

### **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 §103D-303 on competitive sealed proposals.
- 2.2.2** The RFP will be issued through HlePRO. Written questions regarding the RFP are submitted through HlePRO. Responses to questions are issued by Addendum through HlePRO. Changes to the RFP are issued by Addendum through HlePRO.
- 2.2.3** Proposals shall be received through HlePRO. Offeror's proposal shall be open to the public after posting of award, except for portions of the proposal that the Offeror has labeled confidential and/or proprietary pursuant to HAR §3-122-58.
- 2.2.4** An evaluation committee approved by the Procurement Officer, shall evaluate the proposals in accordance with Section 3.8 Evaluation Criteria.
- 2.2.5** Proposals may be accepted on evaluation without discussion. 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 Priority-Listed Offeror(s). The Offeror shall submit its BAFO through HlePRO.
- 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 an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority-listed offerors.

- 2.2.8** The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.4 Schedule and Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous bid shall be construed as its BAFO.
- 2.2.9** After receipt and evaluation of the BAFOs in accordance with 5.9 Evaluation Criteria, the evaluation committee may have additional discussions after receiving approval by the CPO to conduct a second BAFO. Award(s), if any shall be made to the Offeror(s) whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in the RFP.
- 2.2.10** The contents of any proposal shall not be disclosed during the review, evaluation, or discussion process. Once the notice of award(s) is made, 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 RFP, any addenda issued, and the successful Offerors' proposal shall become a 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 State eProcurement (HlePRO) System to promote an open and transparent system for vendors to compete for state contracts electronically. Offerors interested in responding to this 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.
- 2.3.2** The State will use HlePRO to issue the RFP, receive Offers, and issue Addenda to the RFP. Addenda and the 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 person's or entity's failure

to do so for any reason. The State is not 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 the HlePRO and shall therefore be subject to a mandatory .75% (.0075) transaction fee, not to exceed \$5,000 per Contractor for the ~~total initial~~ contract term, ~~which is two years~~. The mandatory fee (.75%) is applicable for ~~awards sales~~ to Hawaii government agencies only, calculated on a quarterly basis for the ~~first year only initial term, which is two years~~. This transaction fee shall be based on the total sales made against this contract, payable to HIC, the vendor administering HlePRO. Refer to the Section 7.10 Payment to Hawaii Information Consortium, LLC (HIC).

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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 attachments, prior to the proposal deadline.

**Offerors shall enter \$1.00 as the Unit Price in US Dollars and Cents when submitting their offer in HlePRO.**

## 2.4 RFP Addenda

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 Lead State.

The Lead 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 March 28, 2018, at 9:00 a.m. HST via webinar. The link to attend is: <https://spo.adobeconnect.com/rqz6zbgcvlxy/>. Attendance at the conference is optional. A summary of the pre-proposal conference will be provided via an addendum posted in Hawaii State eProcurement System (HlePRO).

## 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 to the State POC requesting clarification on or 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 issue Addenda in response to written questions received regarding the RFP.

## **2.7 Electronic Submission of Questions**

All questions must be submitted through Hawaii State eProcurement System (HlePRO). Questions must be submitted by the question deadline date and time shown in Section 1.4 Schedule and Significant Dates. Answers will be given via the Hawaii State eProcurement System (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 questions will be restated, to the extent possible, to exclude information identifying potential Offerors.

The Lead State may refuse to answer any questions received after the Question/Answer 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.

## **2.9 Cancellation of Procurement**

This RFP may be canceled at any time prior to execution of the Master Agreement(s) if the Lead State determines such action to be in the collective best interests of Participating States.

## **2.10 Firm Offers**

Responses to this RFP, including proposed costs, will be considered firm for (180) days after the proposal due date.

## **2.11 Right to Accept All or Portion of Proposal**

Unless otherwise specified in the solicitation, the Lead State may accept any item or combination of items as specified in the solicitation or of any proposal unless the Offeror expressly restricts an item or combination of items in its Proposal and conditions its response on receiving all items for which it provided a proposal. If the Offeror so restricts its Proposal, the Lead State may consider the Offeror's restriction and evaluate whether the award on such basis will result in the best value to the Lead State and the NASPO ValuePoint program. The Lead State may otherwise determine at its sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation.

## **2.12 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 any award results from this RFP. The State shall not reimburse such costs. All proposals become the property of the State of Hawaii.

## **2.13 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 Mandatory 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. All Offerors must state willingness and demonstrate ability to satisfy these requirements in the proposal submitted for consideration.

### 3.2 Minimum Requirements and Qualifications

Offeror shall be able to provide all services as described in Attachment B, Scope of Work. Offeror shall have been in business and have provided all services in Categories One through Thirteen for at least three (3) years. An offeror may satisfy the requirement of having been in business and providing services in all categories for at least three (3) years through its combined subcontractors or employees that have been performing 50% or more of the work. If a subcontractor or employee of a prime providers more than 50% of the work, the subcontractor(s) or employees experience may be considered as part of the years of experience. Refer to Section 3.2.1 Proposed Subcontractors on submitting subcontractors or employees to meet the requirements and qualifications. Information requested about the subcontractor shall be submitted as part of the Offer.

#### Section 3.2.1 Proposed Subcontractors

3.2.1.1 An Offeror may propose to use one or more subcontractors in its Offer if the subcontractor(s) is performing 50% or more of the work. In each case the following shall be provided:

- (a) Identify the subcontractor, including by providing its full corporate name and the address of its headquarters and the address of its office providing the services and other contact information for that office, and its primary executives and its key personnel who are contemplated to provide and manage the services;
- (b) Specify the services the subcontractor will perform; and
- (c) Provide sufficient information for the Purchasing Entity to conduct background checks on the subcontractor and its personnel, and supplement such information from time to time at the request of the Purchasing Entity.

3.2.1.2 If an Offeror becomes a Priority-Listed Offeror and is invited by the Lead State to attend one or more discussion sessions pursuant to 5.3 Discussion with Priority Listed Offerors, it has the right to request in advance that the State allow one or more of its nominated subcontractors to participate in such sessions. The State may require a proposed subcontractor to participate in such sessions.

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### 3.3 NASPO ValuePoint Master Agreement Statement of Compliance

NASPO ValuePoint Master Agreement(s) resulting from this RFP will constitute the final agreement except for terms and conditions specific to a Participating Entity's Participating Addendum.

The Master Agreement will include, but not be limited to, the NASPO ValuePoint Standard Terms and Conditions in Attachment A and Lead State specific terms and conditions required to execute a master agreement, the scope of work (Attachment B) and selected portions of the Offeror's Proposal.

This section highlights terms and conditions of NASPO ValuePoint Master Agreement Terms and Conditions, although Offerors will be bound to all the terms and conditions when executing a Master Agreement as shown in Attachment A. Offerors must ~~include a statement in their Proposal~~ sign and submit Attachment C Offer Form OF-01 agreeing that they have read and understand the terms and conditions as shown in the Master Agreement (Attachment A).

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### 3.4 Insurance

To be eligible for award, the Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the prescribed levels set forth in Section 21 of the NASPO ValuePoint Master Agreement Terms and Conditions. Describe your insurance or plans to obtain insurance satisfying the requirements in Section 21. See also Special Provisions 10.15 Liability Insurance that awarded Offeror(s) shall be required to submit to execute a formal contract with the Lead State of Hawaii.

### 3.5 NASPO ValuePoint Administrative Fee and Reporting Requirements

To be eligible for award, the Offeror agrees to pay a NASPO ValuePoint administrative fee as specified in Section 6 of the NASPO ValuePoint Master Agreement Terms and Conditions. Moreover, specific summary and detailed usage reporting requirements are prescribed by Section 7 of NASPO ValuePoint Master Agreement Terms and Conditions.

Offerors shall identify the person responsible for providing the mandatory usage reports. This information must be kept current during the contract period. Contractor will be required to provide reporting contact within fifteen (15) days of Master Agreement execution.

### 3.7 Lead State Terms and Conditions

Refer to Section 10 Special Provisions, Exhibit 1 General Provisions, and Exhibit 2 AG General Conditions for the Lead State Special Terms and Conditions that apply to this

solicitation. Offeror shall indicate in their Proposal that they have read and understand the requirements shown in Lead State Terms and Conditions [by signing and submitting Attachment C Offer Form OF-01](#).

### 3.8 Participating State Terms and Conditions

As a courtesy to Offerors, some Participating States' specific Terms and Conditions are provided in Attachments to this solicitation. These are for informational purposes only and will be negotiated with other Participating States after award of the Master Agreement. Each state reserves the right to negotiate additional terms and conditions in its Participating Addendums. Offerors shall ~~submit a statement~~ [sign and submit Attachment C Offer Form OF-01 agreeing](#) that they understand they may be required to negotiate these additional terms and conditions when executing a Participating Addendum.

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## NASPO AND STATE OF HAWAII REQUIREMENTS

### 3.9 Sales Reports

#### 3.9.1 Summary Sales Data

Contractor will be provided a login to submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool.

*RFP Reference: Attachment A NASPO ValuePoint Master Agreement T's and C's Section 7. NASPO ValuePoint Summary and Detailed Usage Reports, a. Summary Sales Data*

#### 3.9.2 Detailed Usage Reporting Requirements

Contractor will be required to submit to NASPO ValuePoint and the Lead State detailed quarterly sales reports. Currently, Contractors are instructed to e-mail the detailed report to both parties.

*RFP Reference: Attachment A NASPO ValuePoint Master Agreement T's and C's Section 7. NASPO ValuePoint Summary and Detailed Usage Reports b. Detailed Sales Data.*

#### 3.9.3 Executive Summary

Contractor will be required to provide an executive summary report of a list of states that hold an active Participating Addendum.

*RFP Reference: Attachment A NASPO ValuePoint Master Agreement T's and C's Section 7. NASPO ValuePoint Summary and Detailed Usage Reports d.*

### 3.9.4 Summary of Sales for State of Hawaii Purchasing Agencies

Summary of sales shall be provided to the Lead state for each fiscal quarter. The report shall indicate the total sales by each State of Hawaii purchasing agency. Reports are due no later than 30 days after the end of each fiscal quarter (November 1, February 1, May 1, August 1 and shall be sent to the following addresses:

State Procurement Office  
1151 Punchbowl Street, Room 416  
Honolulu, HI 96813  
Attn: Purchasing Specialist  
Re: HlePRO Sales/PASS

and

Emailed to: Donn Tsuruda-Kashiwabara  
Email Address: [donna.tsuruda-kashiwabara@hawaii.gov](mailto:donna.tsuruda-kashiwabara@hawaii.gov)  
Subject: PASS Quarterly Report

Summary information shall be used to bill the transaction fee. Refer to the Section 2.3 ELECTRONIC PROCUREMENT provision and Section 3.19 PAYMENT TO HIC provisions herein. The State reserves the right to audit these reports for accuracy.

Failure of the Contractor to submit the reports as required may result in termination of the contract.

### 3.10 Promotion of the NASPO ValuePoint Master Agreement

The NASPO ValuePoint Master Agreement Terms and Conditions include program provisions governing participation in the cooperative, reporting and payment of administrative fees, and marketing/education relating to the NASPO ValuePoint cooperative procurement program. In this regard, know that Contractor will be expected to:

- a. Promote the use of the Master Agreement [by at minimum providing a webpage on its website for PASS](#).
- b. Integrate each state's procurement officials' (CPO) permission to use the Master Agreement.
- c. Acknowledge that Public entities are sensitive to "scope" issues, that is, whether performance is within the intended scope of the solicitation as awarded. Contractor shall have a strategy to promote agreements of this nature.

## POST AWARD MANAGEMENT PLAN

### 3.11 Dispute Process and Escalation

During the contract term, Purchasing Entities shall attempt to resolve disputes directly

with the Contractor. If, however, after several attempts a dispute cannot be resolved, concerns shall be reported by submitting Form SPO-012, Evaluation: Vendor or Product (Exhibit 4) to the Lead State.

### **3.12 Performance Management Plan (PMP)**

The Contractor shall develop and maintain throughout the contract, a Performance Management Plan (PMP), that shall be used as a foundation for technical direction, resources management planning and the method of assuring quality performance during this contract. [The plan shall include the approval process to replace any key personnel, when applicable.](#)

The PMP shall include, but not be limited to, the following information:

- Planned initiatives and key events
- Staffing Plan
- Contractor/Government Organizational relationships, including Subcontractors and problem escalation process
- Subcontract Management (if applicable)

The PMP shall be approved by the Lead State Contract Administrator (CA), and there will be no deviation from the PMP, unless agreed to by the Contractor and CA. Where the Contractor identifies deviations from the plan, the Contractor shall provide the supporting rationale necessitating the deviation, in a written submission to the CA. It is the Contractor's responsibility to keep the PMP up-to-date.

Deliverable: The Performance Management Plan shall be submitted for approval to the CA no later than 90 days after contract award.

### **3.13 Contractor Responsibility for Subcontractors**

The Subcontractors providing services shall meet the same service requirements and provide the same quality of service required of the Contractor and in a timely manner. No subcontract shall relieve the Contractor of its responsibilities for the Services it provides. The Contractor shall manage the quality and performance, project management and schedules and timely start and completion of services performed by each of its Subcontractors. The Contractor shall be solely responsible and accountable for the completion of all Services it has subcontracted.

### **3.14 Removal of Subcontractors**

In addition to any rights the State has under Law, the State shall have the right to require the removal of a Subcontractor or any of its personnel providing or supporting services for good cause. In such case, the State shall specify the deadline for such removal after consultation with the applicable Contractor. A Subcontractor proposed by the Contractor to replace the removed Subcontractor shall be subject to the approval of the Lead State.

### 3.15 Right to Retain Subcontractors

The State shall have the right to directly retain any Subcontractor after the expiration, termination or suspension of the Contract under which it is retained, including any Subcontractor providing services subject to any part of a Contract that is terminated or suspended.

### 3.16 Additional Contractor Requirements

Each Contractor shall:

Adhere to its Contract with the [Lead State and Purchasing Entities](#);

Provide all labor, materials and equipment necessary to meet the RFP Requirements;

Communicate contract requirements to its Subcontractors' personnel and direct and coordinate project activities to ensure that the services progress efficiently and are completed on schedule;

~~Ensure that all its and its Subcontractors' employees can communicate effectively with State employees;~~

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Ensure that it is current with all payments and registration fees and similar financial obligations owed to the [Lead State and Purchasing Entities](#) during the term of its Contract with the [Lead State and Purchasing Entities](#);

Fully cooperate and maintain effective communication with the [Lead State and Purchasing Entities and](#) cooperate in the resolution of problems, suspected problems or potential problems;

### 3.17 Payment

Pursuant to HRS §103-10, the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of projects 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 offer submitted with a condition requiring interest payments greater than that allowed by HRS §103-10, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

### 3.18 Purchasing Card (Pcard)

Offeror is informed that all agencies of the Executive branch, with the exception of the University of Hawaii, the Department of Education, Hawaii Health Systems Corporation, and the Office of Hawaiian Affairs, shall use the State's purchasing card (pCard) for all orders totaling less than \$2,500. For purchases of \$2,500 or more, agencies may use the pCard, subject to its credit limit, or issue a purchase order.

### **3.19 Payment to Hawaii Information Consortium, LLC (HIC)**

HlePRO is administered by Hawaii Information Consortium, LLC (HIC). HIC shall invoice the Contractor(s) directly for payment of transaction fees. 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. See Section 3.9.4 Summary of Sales for State of Hawaii Purchasing Agencies for information used to bill transaction fees.

### **3.20 Contractor Performance Review Meeting**

Contractors are required to participate in a “Contractor’s Performance Review Meeting” with the Lead State. The purpose of the meeting is to discuss the contract, the services provided and best practices. A NASPO ValuePoint Contractor’s Performance Meeting Workbook shall be completed annually. Contractor performance meetings shall be held once a year or as necessary.

Information to be submitted annually may include the following information:

- Participating Addenda
- Calendar Year Sales
- Other Cooperative Purchasing Participation
- Key Customers
- Website Compliance, if applicable
- Customer Service
- Marketing Efforts
- Compliance to Submitting Reports
- Emerging Industry Trends
- Contractor Challenges or Concerns
- Lessons Learned by Contractor

### **3.21 Termination for Non-Performance**

Refer to Section 13 of the AG General Conditions, Form AG-008 103D.

### **3.22 Contract Services**

- a. Status reports (as required by the Purchasing Entity): The Contractor shall provide, electronically, a Monthly Status Report (MSR). Distribution of this report will be determined by the Purchasing Entity. The MSR shall focus on contractual items, such as travel cost expenditures, performance, personnel, schedules, and recap all problems, issues, concerns, and actions taken over the report period. The format of the MSRs shall be agreed to by Purchasing Entity. The Contractor shall prepare a MSR that includes:

- o Overall status of services and capabilities
- o Schedule for new activities
- o Existing and potential problem areas and proposed resolution and timelines
- o Proposed recommendations for improvements/enhancements to service, capabilities, management procedures, as appropriate

Deliverable: The Contractor shall provide the Monthly Status Reports no later than the 15<sup>th</sup> day of each succeeding month, commencing no later than 45 days after contract award or as agreed by the Purchasing Entity.

- b. Quarterly In-Process/Status Reviews (IPRs) (as requested by the purchasing entity): The Contractor shall organize and present quarterly (IPRs) as requested. The method and schedule for these reviews shall be in the Contractor's Program Management Plan approved by the purchasing entity. The objectives of these reviews are to track project progress, identify and resolve issues, and identify project risks and mitigation strategies. The Contractor shall submit to the purchasing entity an "Action Item Report" 15 days after the meeting has taken place that documents what was agreed to by the purchasing entity and Contractor and what the Contractor is doing to resolve outstanding issues, all of which would not impact the contract price or costs, schedule or terms and conditions of the contract.

The Contractor shall present the following at each review:

- i. Review of all open items and issues.
- ii. Status of each outstanding task.
- iii. Data collected from continuous evaluation of the work performed using benchmarks and metrics designed to improve its quality, user-satisfaction, and cost effectiveness, including information on "lessons learned" and best practices.
- iv. Self-assessment of their performance against the performance measures delineated in the Performance Management Plan (PMP) to include the methods, metrics and data used
- v. Contractor recommendation to the Government on changes to the contract for improving the overall quality of services, to include implementation plans, schedules, savings, avoidances, benefits, and impacts associated with the recommendation(s).

### **3.23 Services – Purchasing Entity Furnished Materials and Facilities**

Facilities, Supplies and Services - Work may be performed at a Purchasing entity provided facility, digital or telework (offsite). Basic facilities such as work space and its associated operating requirements (i.e., phones, desks, utilities, information technology, consumable and general-purpose office supplies) may be provided while working in a Purchasing Entity facility.

Information - The Purchasing Entity may provide information, material and forms unique to the Purchasing Entity for supporting the task. All Purchasing Entity unique information related to a requirement, which is necessary for Contractor performance, may be made available to the Contractor. The Purchasing Entity will identify the point of contact for identification of any required information to be supplied by the Purchasing Entity.

Documentation - All existing documentation, relevant to a task accomplishment, may be made available to the Contractor. The Contractor will be required to prepare documentation in accordance with defined guidelines provided by the Purchasing Entity.

### **3.24 Travel**

The Contractor may be required to travel in performance of orders issued under this contract.

Contractor shall be reimbursed actual cost of all travel conducted while providing the services in accordance with statements of work and respective Purchasing Entities' regulations. Allowable travel and State per diem charges will be agreed upon at the time work is requested. Thus, all travel shall be pre-approved.

The Contractor shall perform all travel necessary to accomplish the tasks contained in a task order. At a minimum, the Contractor shall be prepared to travel in conjunction with studies, vendor site visits, and to provide support at Purchasing Entity meetings. All travel requirements shall be approved in advance by the Purchasing Entity. The Contractor shall be responsible for making all travel arrangements.

Costs for transportation may be based upon mileage rates, actual costs incurred, or a combination thereof, provided the method used results in a reasonable charge. Travel costs shall be considered reasonable and allowable only to the extent that they do not exceed, on a daily basis, the maximum State per diem rates in effect at the time of the travel.

[If the additional expenses are not justified and approved by the Participating Agency, Contractor will be responsible for paying the difference.](#)

### **3.25 Training**

The Purchasing Entity may provide the Contractor with appropriate training that is directed by the Purchasing Entity and for Purchasing Entity "unique/non-commercial systems."

### **3.26 Quality Control**

The Contractor shall provide quality services/products and management oversight of all processes. The Contractor shall provide accurate data/reports and meet task order

objectives, with emphasis on overall success and positive impact to the acquisition program and organizational mission. The Contractor shall provide for the management and support of personnel, to include training, guidance, and supervision of qualified personnel to accomplish the task order.

## Section 4: Instructions to Offerors – Proposal Submission

### 4.1 Proposal Structure and Labeling

Proposals must be detailed and concise. Each Proposal must be labeled 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 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. on ~~May 1, 2018~~~~May 15, 2018~~ June 29, 2018 through the Hawaii Electronic Procurement System (HlePRO). Hard copies will not be accepted.

### 4.3 Electronic Submission of Proposals

Proposals shall be submitted and received electronically through HlePRO 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 HlePRO, 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 HlePRO 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 this RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the 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 in later sections of this RFP. Proposal shall be submitted in size 12 Arial font or equivalent, [excluding charts, tables and graphs](#).

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 10.7 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. **Executive Summary.** The executive summary [not to exceed one (1) page] is to briefly describe the Offeror's Proposal. This summary should highlight the major features of the Proposal. Response should demonstrate the Offeror's understanding of and ability to meet the Administrative and Technical Requirements of the RFP. The Lead State should be able to determine the

essence of the Proposal by reading the executive summary.

**5. Evaluation Criteria Submittals (Refer to Section 5 Evaluation and Award).**

This section shall be sub-divided by the evaluation criteria and include the narrative and any other requirements exclusive of the Attachment B-1 Submittal Questions Matrix (SQM).

- a. Management Plan – See Section 6. Narrative limited to seven (7) pages, excluding resumès
- b. Technical/Experience – See Section 7. Narrative limited to five (5) pages
- c. Past Performance – See section 8. Narrative limited to two (2) pages
- d. Price Proposal. See Section 7. Offeror shall complete the attached Cost Proposal Form (Attachment C-2), in which Offeror shall submit fully-burdened rates inclusive of all cost factors (e.g. direct labor, indirect labor, G&A, and profit) excluding ~~travel price per labor category and other~~ Purchasing Entities' taxes, i.e. sales or general excise tax.

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**6. Questions Submittal Matrix.** Offeror shall complete all sections in Attachment B-1, Submittal Questions Matrix. Responses are limited to ~~1500~~ 3000 characters per ~~question~~ SQM. "See attached" response shall not be accepted. Attachments shall not be accepted.

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**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 Lead State to the specific area of this protected Information section. If Offeror believes that any portion of its 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. Price is not considered confidential and shall not be withheld.

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

## **Section 5: Evaluation and Award**

### **5.1 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 base Master contract. The evaluation will be based solely on Section 5. Evaluation Criteria and the process described in this section.

### **5.2 Initial Review and Award without Discussions**

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

The Lead State reserves the right to award on receipt of initial proposals without an opportunity for discussion or proposal revision, 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.

### **5.3 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 to ensure thorough, mutual understanding. The State in its sole discretion, shall schedule the time and location for these discussions, 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 discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

### **5.4 Best and Final Offers**

If deemed appropriate by the State in its sole discretion, the State may request each Offeror to submit its BAFO. The request shall be issued via an Addendum, which will provide guidance and additional instructions. Offeror's BAFOs shall be submitted to the

Lead State through HlePRO on or before the deadline called for. If an Offeror fails to do so, its last submitted Offer shall be deemed its BAFO.

The BAFOs will be evaluated by the Evaluation Committee taking into consideration the Evaluation Criteria set forth in Section 5.8 Evaluation Criteria.

### **5.5 Award of Master Agreement(s)**

Award shall be made to the responsible Offeror(s) whose proposal is determined the most advantageous to the State of Hawaii and NASPO ValuePoint, taking into consideration price and the other evaluation factors set forth in this request for proposals.

### **5.6 Coverage**

The purpose of this solicitation is to select Contractor(s) who can offer all services for all members participating in the NASPO ValuePoint Cooperative Purchasing Program. Full coverage across the nation is our primary goal. As such, this Program will recognize regional and/or local companies within a State to ensure sufficient coverage. No single State proposal will be accepted.

### **5.7 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 10.5 Responsibility of Offerors.

## 5.8 Evaluation Criteria

The following criteria shall be used in evaluating the Offerors:

**Table 1 - Evaluation Criteria**

Evaluation Category	Evaluation Subcategory	Point Breakdown	Points Possible
Evaluation Criteria 1: Management Plan	<u>Customer Service</u>	<del>250</del> 50	
	<u>Coverage (multiple states)</u>	75	
	<u>Management Approach</u>	<del>75</del>	
	<u>Staffing</u>	50	
	Staff Experience – Key Personnel (Resumès)	75	
	Usage Fee and Reporting Plan	25	
	Subtotal		<b>350</b>
Evaluation Criteria 2: Technical/Experience	General Requirements	20	
	Acquisition Planning	48	
	Market Research	48	
	Solicitation and Award	48	
	Contract Management	48	
	Completion & Closeout	48	
	Other Services	40	
	Subtotal		<b>300</b>
Evaluation Criteria 3: Past Performance	<u>Confidence Assessment, including Offeror References</u>		<b>50</b>
Evaluation Criteria 4: Price			<b>300</b>
Total Possible Points			<b>1000</b>

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## 5.9 Scoring Process

Evaluators shall score proposals by reviewing the narrative and Submittal Questions Matrix (SQM) for each of the evaluation criteria above (except for price).

Evaluators shall use a rating of 0 to 5 for each evaluation criteria. Rating is defined as follows:

- 0- The Proposal fails to address the criterion or cannot be assessed due to missing or incomplete information. Offeror has not demonstrated sufficient knowledge of the subject matter or has grossly failed to explain how requirement(s) is met.
- 1- Poor. The criterion is inadequately addressed, Offeror demonstrates only slight ability to comply, or there are serious inherent weaknesses.
- 2- Fair. The Proposal broadly addresses the criterion, but there are significant weaknesses. May have one or more deficiencies, or Offeror has not adequately explained how its services fit the requirement.
- 3- Good. The Proposal addresses the criterion well; meets the requirement. Demonstrates knowledge and understanding of the subject matter, with no deficiencies noted regarding technical approach.
- 4- Very Good. The Proposal addresses the criterion very well, highly comprehensive. No deficiencies noted.
- 5- Excellent. The Proposal successfully addresses all relevant aspects of the criterion. Excellent reply that goes beyond the requirements listed in the RFP to provide added value. In addition, the response may cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to the agency. The response includes a full, clear, detailed explanation of how requirement(s) are met. No errors in technical writing.

The average of each evaluators' rating for each evaluation criteria shown in Table 1, shall be converted based on the following formula:

<b>Rate Achieved</b>	X	Points Possible For	= Points
Total Rating Achievable		that Criteria	

Price will be scored based on the points to conversion as explained in Section 9 Evaluation Criteria 4: Price, 9.3.1 Cost Points Conversion.

Proposals that do not score 70% overall shall not be considered for the award pool.

The Lead State reserves the right to adjust the percentage threshold to assure coverage in all states.

## 5.10 Notice of Award

After a final selection(s) are made, the Lead State 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 offices of the Lead State by submitting Request for Access to Government Record. Information on the Office of Information Practices and forms may be found at: <http://oip.hawaii.gov>.

### **5.11 Debriefing**

Pursuant to HAR §3-122-60, a non-selected Offeror may request a debriefing to understand the source selection decision and contract 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 10.12 Protest Procedures for submitting a protest.

## Section 6: Evaluation Criteria 1: Management Plan

### 6.1 Management Plan Submittal

This section contains requirements pertaining to the management plan. Offeror shall submit a narrative of a maximum seven (7) pages, not including resumès or the responses to Attachment B-1 Submittal Questions Matrix (SQM). Narratives to be submitted in size 12 Arial font or equivalent.

### 6.2 Management Plan

A full narrative shall explain how Offeror meets or exceeds the requirements of each section below. Narrative shall explain how it will meet the needs and coverage for all participating entities for the scope of this RFP.

### 6.3 Offeror Profile

Provide the following information specific to your company:

- a. Description of your company's ownership structure
- b. Employee size (number of employees)
- c. Organizational Chart ([may be submitted as an appendix and separate from the narrative](#))
- d. Website
- e. Sales person contact information
- f. Your client retention rate during the past 3 years
- g. A brief history of your company and the year it was founded
- h. Description of your company's growth during the past three years
- i. [Description of your company's ability to obtain necessary insurance to comply with State of Hawaii and other participating states. Refer to Section 3.4 Insurance.](#)

### 6.4 Customer Service

- a. What are your hours of operation and when are key account people available to us?
- b. Describe how problem identification and resolution will be handled.
- c. How do you assess customer satisfaction?

## **6.5 Certification of Non-Debarment**

The Offeror must certify that neither the Offeror nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Offeror cannot certify this statement, attach a written explanation for review by the Lead State.

List any lawsuits that have been filed against it in the past three (3) years, with a brief description of the nature and status of these lawsuits. Explain how the Offeror is financially stable.

## **6.6 Labor Categories**

The Lead State has determined the scope of work described in this RFP shall be fulfilled by the labor categories described in Table 2. The qualifications for the labor categories are provided in Section 6.7 Minimum Qualification of Labor Categories and in Table 2 below.

## **6.7 Minimum Qualifications of Labor Categories**

6.7.1 Whether specifically stated, all labor categories shall exhibit the following qualities:

1. Proficiency in MS Office (Word, Excel, PowerPoint and Outlook).
2. Effective oral and written communication skills.
3. Ability to work independently or in a team environment.
4. Exhibit a high degree of professionalism in the production of deliverables and in interactions with fellow employees and client personnel.

6.7.2 Selected Labor Categories are consolidations and serve multiple specialties that fulfill the needed services in the acquisition lifecycle.

6.7.3 The Minimum Qualifications are not intended to be exhaustive or all inclusive. They are intended to allow placement of appropriately skilled personnel.

6.7.4 Additional duties may also be included per Labor Categories that are not specifically listed, (i.e., Other duties as assigned).

**Table 2**

<b>LABOR CATEGORIES</b>	
<b>Labor Category</b>	<b>Minimum Qualification(s)</b>
<b>Program Director (Key Personnel)</b>	<p><b>Must have at a minimum:</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree or higher from an accredited college or university in a related field.</li> <li>• Ten or more years of progressive experience in managing significant projects and processes.</li> <li>• Must have the ability to manage and direct large and complex project tasks covering contract administration which may include acquisition planning, RFP/IFB preparation, market research, cost and price analysis, evaluation of performance, contract termination, and contract closeout.</li> <li>• Ability to research and define multiple project scopes, schedules, and targets.</li> <li>• Provides expert advice and guidance to agency senior level staff members.</li> </ul> <p><b>Preferred Qualifications</b></p> <ul style="list-style-type: none"> <li>• Project Management certification</li> <li>• Master's Degree or higher</li> </ul>
<b>Program Manager</b>	<p><b>Must have at a minimum:</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree or higher from an accredited college or university in a related field.</li> <li>• Eight or more years of providing management for multiple projects/tasks and ongoing operational efforts</li> <li>• Must have the ability to provide technical knowledge on the effectiveness and efficiency of government programs.</li> <li>• Able to apply advanced or specialized knowledge of the nature of agency programs and activities, agency policies and objectives</li> <li>• Possessing the analytical and evaluative methods and techniques for assessing program development and execution.</li> </ul> <p><b>Preferred Qualifications</b></p> <ul style="list-style-type: none"> <li>• Project Management certification</li> <li>• Master's Degree or higher</li> </ul>

**Table 2**

<b>LABOR CATEGORIES</b>	
<b>Labor Category</b>	<b>Minimum Qualifications(s)</b>
<b>Subject Matter Expert III (Key Personnel)</b>	<p><b>Must have at a minimum:</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree or higher from an accredited college or university in a related field.</li> <li>• Fifteen (15) or more years of progressive experience and possess extensive knowledge when advising on large and high complex project/programs.</li> <li>• Must have the ability to analyze project requirements and develop strategic solutions and plans to meet agency's needs.</li> <li>• Able to provide highly technical and specialized guidance concerning solutions to complex problems.</li> <li>• Demonstrates executive decision-making skills and judgment.</li> <li>• Applies principles and methods of the subject matter to specialized solutions.</li> </ul> <p><b>Preferred Qualifications</b></p> <ul style="list-style-type: none"> <li>• Project Management certification</li> <li>• Master's Degree or higher</li> </ul>
<b>Subject Matter Expert II</b>	<p><b>Must have at a minimum:</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree or higher from an accredited college or university in a related field.</li> <li>• Eight (8) or more years of progressive experience and possess extensive knowledge when advising on large and high complex project/programs.</li> <li>• Must have the ability to analyze project requirements and develop strategic solutions and plans to meet agency's needs.</li> <li>• Able to provide highly technical and specialized guidance concerning solutions to complex problems.</li> <li>• Demonstrates executive decision-making skills and judgment.</li> <li>• Applies principles and methods of the subject matter to specialized solutions.</li> </ul> <p><b>Preferred Qualifications</b></p> <ul style="list-style-type: none"> <li>• Project Management certification</li> <li>• Master's Degree or higher</li> </ul>
<b>Subject Matter Expert I</b>	<p><b>Must have at a minimum:</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree or higher from an accredited college or university in a related field.</li> <li>• Five (5) or more years of progressive experience</li> <li>• Must have the ability to analyze project requirements and develop strategic solutions and plans to meet agency's needs.</li> <li>• Able to provide highly technical and specialized guidance concerning solutions to complex problems.</li> <li>• Applies principles and methods of the subject matter to specialized solutions.</li> </ul> <p><b>Preferred Qualifications</b></p> <ul style="list-style-type: none"> <li>• Project Management certification</li> <li>• Master's Degree or higher</li> </ul>

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**Table 2**

<b>LABOR CATEGORIES</b>	
<b>Labor Category</b>	<b>Minimum Qualifications(s)</b>
<b>Acquisition Support Specialist III</b> <a href="#"><u>(Key Personnel)</u></a>	<p><b>Must have at a minimum:</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree or higher from an accredited college or university in a related field.</li> <li>• Eight (8) or more years of providing a broad range of complex acquisition management support services.</li> <li>• Must have the ability read and interpret each State's acquisition policy, regulations, and directives and apply those interpretations fully and legally to all activities described in the Statement of Work (SOW.)</li> <li>• Able to analyze cost and pricing data, assistance in proposal evaluations, and assistance in preparing contract negotiations.</li> </ul> <p><b>Preferred Qualifications</b></p> <ul style="list-style-type: none"> <li>• Certification from a nationally recognized organization such as NCMA, UPPCC or DAU.</li> <li>• Master's Degree or higher in Business Administration, Business Law, or Public Administration</li> </ul>
<b>Acquisition Support Specialist II</b>	<p><b>Must have at a minimum:</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree or higher from an accredited college or university in a related field.</li> <li>• Five (5) or more years of providing a broad range of complex acquisition management support services.</li> <li>• Must have the ability read and interpret each State's acquisition policy, regulations, and directives and apply those interpretations fully and legally to all activities described in the Statement of Work (SOW.)</li> <li>• Able to analyze cost and pricing data, assistance in proposal evaluations, and assistance in preparing contract negotiations.</li> </ul> <p><b>Preferred Qualifications</b></p> <ul style="list-style-type: none"> <li>• Certification from a nationally recognized organization such as NCM, UPPCC or DAU.</li> <li>• Master's Degree or higher in Business Administration, Business Law, or Public Administration</li> </ul>
<b>Acquisition Support Specialist I</b>	<p><b>Must have at a minimum:</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree or higher from an accredited college or university in a related field.</li> <li>• Three (3) or more years of providing a broad range of complex acquisition management support services.</li> <li>• Must have the ability read and interpret each State's acquisition policy, regulations, and directives and apply those interpretations fully and legally to all activities described in the Statement of Work (SOW.)</li> <li>• Able to analyze cost and pricing data, assistance in proposal evaluations, and assistance in preparing contract negotiations.</li> </ul> <p><b>Preferred Qualifications</b></p> <ul style="list-style-type: none"> <li>• Certification from a nationally recognized organization such as NCMA, UPPCC or DAU.</li> <li>• Master's Degree or higher in Business Administration, Business Law, or Public Administration</li> </ul>

**Table 2**

<b>LABOR CATEGORIES</b>	
<b>Labor Category</b>	<b>Minimum Qualification(s)</b>
<b>Analyst II</b>	<p><b>Must have at a minimum:</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree or higher from an accredited college or university in a related field.</li> <li>• Five (5) or more years of relevant experience in developing and applying analytic methodologies.</li> <li>• Ability to lead the application of analytic techniques and assist in defining the project objectives, methodologies, and principles.</li> <li>• Perform a wide variety of analytical tasks with the continuous improvement of processes, personnel, organization, system, or training.</li> </ul> <p><b>Preferred Qualifications</b></p> <ul style="list-style-type: none"> <li>• Business Data Analytics Certificate, Cost Estimator/Analyst Certification, CPA License</li> <li>• Master's Degree</li> </ul>
<b>Analyst I</b>	<p><b>Must have at a minimum:</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree or higher from an accredited college or university in a related field.</li> <li>• Three (3) or more years of relevant experience in developing and applying analytic methodologies.</li> <li>• Ability to lead the application of analytic techniques and assist in defining the project objectives, methodologies, and principles.</li> <li>• Perform a wide variety of analytical tasks with the continuous improvement of processes, personnel, organization, system, or training.</li> </ul> <p><b>Preferred Qualifications</b></p> <ul style="list-style-type: none"> <li>• Business Data Analytics Certificate, Cost Estimator/Analyst Certification, CPA License</li> </ul>

## 6.8 Key Personnel

The Lead State has determined that key personnel are made up of the following labor categories: Program Director and Acquisition Support Specialist III. [Offeror may submit multiple key personnel teams to support nation-wide coverage.](#)

The Lead State will evaluate the proposed key personnel for those technical and management positions the Offeror considers essential to the successful performance of the contract. ~~The Lead State will evaluate whether the proposed key personnel will be assigned full time to their respective position, physically located where most of their requirements are performed and employed by the prime Contractor for the duration stated in each letter of commitment.~~

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Qualifications and suitability. The Lead State will evaluate the proposed key personnel qualifications and suitability for the proposed position in relation to the work for which they are proposed to perform and areas of responsibility. In evaluating the Key Personnel, the Program Director will be considered more important than other proposed Key Personnel. The qualifications and suitability of the individual key personnel will be evaluated on the following:

1. Education. The key personnel will be evaluated on their education, training, certifications, experience, and/or licenses. Experience, in lieu of education, may be considered.
2. Experience. The key personnel will be evaluated on their relevant experience in performing work similar in scope, size, and complexity for each position.
3. Record of past success and accomplishments. The key personnel will be evaluated on their record of past success, including leadership and other accomplishments, as demonstrated through the resumé information and reference checks.

## 6.9 Expertise of Key Personnel

**Resumès (maximum two pages per person).** A resumé or summary of qualifications, work experience, education, and skills must be provided for all key personnel, including any Subcontractors, who will be performing any aspects of the contract. Include years of experience providing services like those required; education; and certifications where applicable. Identify what role each person would fulfill in performing work identified in this RFP. Include, at a minimum:

- writing or technical background;
- specific training attended to increase technical knowledge;
- record for meeting timelines and accuracy of time estimates for projects.

## 6.10 Usage Fee and Reporting Plan

- a. Offerors shall include in their proposal a detailed plan for meeting the usage fee and reporting requirements of NASPO ValuePoint and Participating States. All information within the plan must be kept current, with NASPO ValuePoint and the Lead State Contract Administrator being notified of any changes to the usage fee and reporting plan immediately.

The plan shall include but not be limited to the following components:

- Offerors shall identify the person responsible for providing the mandatory usage reports.
- ~~Offerors shall identify all authorized distributors and the method and frequency in collecting required sales and usage data from each authorized distributor.~~
- Offerors shall identify the method in which usage fees will be distributed to NASPO ValuePoint and applicable Participating States.
- Offerors shall identify the method in which up to date information will be provided to NASPO ValuePoint and the Lead State Contract Administrator.

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## **Section 7: Evaluation Criteria 2: Technical/Experience**

### **7.1 Technical/Experience Submittal**

This section contains requirements pertaining to technical and experience. Offeror shall submit a narrative of a maximum of five (5) pages, not including responses to Attachment B-1 Submittal Questions Matrix (SQM). Narratives to be submitted in Arial font size 12 or equivalent

### **7.2 Scope of Work**

A full narrative shall explain how Offeror meets or exceeds the requirements of each section of Attachment B Scope of Work. The Offeror must explain its prior experience providing the types of services requested by this RFP. Describe at least three major projects or contracts you worked on during the past three (3) years, preferably in the public sector. Explain the scope of work, duration, and significant tasks that were completed.

## Section 8: Evaluation Criteria 3: Past Performance

### 8.1 Past Performance Submittal

This section contains requirements pertaining to past performance. Offeror shall submit a narrative of a maximum of two (2) pages, not including references. Narratives to be submitted in size 12 Arial font or equivalent

### 8.2 Past Performance

Offeror shall provide a full narrative to describe past performance establishing the company, [including subcontractors](#), submitting the proposal has the qualifications and experience to provide the services specified in this RFP. [If Offeror is including subcontractors as part of their offer, they may submit references for such subcontractors.](#) Describe the area of services that Offeror has provided acquisition support services, i.e. IT, general services.

[The Past Performance Narrative is a supplement to the client references provided for evaluation and should clearly convey the Offerors' ability to confidently and successfully complete all service categories at a nationwide level.](#)

[The narrative shall not describe in detail, any referenced jobs but rather tell the story of the company's growth, tied together through the most impactful ongoing or completed projects. Proposers should highlight obstacles they've overcome and lessons learned that have positioned the company to confidently take on a nationwide acquisition support services contract.](#)

### 8.3 References

- a. Offeror shall complete Section 1 of Attachment C-1 Offer Form OF-2 References with the names and contact information of customer references for at least three (3) government or similar agencies [but no more than \(5\)](#) and submit this section with the initial offer. [Offeror shall submit at least two \(2\) references for the Prime Contractor.](#)
- b. The Offeror shall then complete Section 2 of Attachment C-1 Offer Form OF-2 References and e-mail the completed section 2 and blank section 3 to each reference contact. Instructions for reference to complete section 3 is provided.

The reference will submit completed Sections 2 and 3 directly to the State of Hawaii [by the proposal due date and time.- Original shall be mailed within five \(5\) business days.](#) Offerors are encouraged to follow up with reference and ensure timely submission.

The State reserves the right to conduct reference checks beyond those provided by references.

The results of the reference checks will be reflected in the evaluation score for this criterion. Full points will not be awarded without receipt of Section 2 and 3 from at least

three (3) listed customers.

#### 8.4 Past Performance Relevancy and Recency Ratings

The Lead State will evaluate the Offeror's demonstrated record of contract performance in supplying services that meet users' needs, including price and schedule. The recency and relevancy of the information, the source of the information, context of the data and general trends in the Contractor's performance will be considered. More recent and more relevant performance usually has a greater impact in the confidence assessment than less recent and less relevant performance. The Lead State will perform an independent determination of relevancy of the data provided or obtained. A relevancy determination will be made in addition to the reference responses received. The Lead State is not bound by the Offeror's opinion of relevancy. The following relevancy criteria apply and will be assigned to each effort identified in the Offeror's proposal on past performance.

PAST PERFORMANCE RELEVANCY RATING	
Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

Very Relevant – Has provided all services in the lifecycle of acquisition support to government agencies; has complied with federal, state, and local regulations in acquisition; has experience in handling / supporting at least IT and general services included in this contract; experience managing and maintaining a diverse vendor base.

Relevant – Has provided some services in the lifecycle of acquisition support to government agencies; has complied with federal, state, and local regulations in acquisition; has experience in handling / supporting at least IT and general services included in this contract; experience managing and maintaining a diverse vendor base.

Somewhat Relevant - Has provided few services in the lifecycle of acquisition support to government agencies; has complied with federal, state, and local regulations in

acquisition; has experience in handling / supporting at least IT and general services included in this contract; experience managing and maintaining a diverse vendor base.

Not Relevant: Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

For purposes of this evaluation, recency is defined as active or completed efforts performed within the past five (5) years from the closing date of this solicitation. The more recent the effort the higher Recency score it will receive, as follows:

<b>PAST PERFORMANCE RECENCY RATING</b>	
<b>Rating</b>	<b>Definition</b>
Very Recent	Completion of a service project within the last one (1) to two (2) years
Recent	Completion of a service project within the last three (3) to five (5) years
Not Recent	Completion of a service project done more than five (5) years prior

NOTE: Scope and magnitude of effort and complexities in the above definitions not only includes the technical features and characteristics identified for each effort, but also the logistical and programmatic considerations including but not limited to quantity produced, length of effort, dollar values, type and complexity of services supported. When assigning a relevancy rating to a contract effort, the Lead State will consider the technical complexities, and the programmatic/logistical scope and magnitude of effort as separate aspects. If both aspects are not reflected in the submitted contract effort, the overall relevancy rating assigned to that contract will be affected. For example, if the submitted contract meets essentially the same technical complexities, but involves only some of the programmatic/logistical scope and magnitude of effort, a lesser relevancy rating may be assigned. In assessing past performance, the Lead State will employ several approaches to ensure that corrective measures have been implemented. The confidence assessment will consider issues including but not limited to the number and severity of the problems, the appropriateness and/or effectiveness of any corrective actions taken (not just planned or promised), and the overall work record. Prompt corrective action in isolated instances may not outweigh overall negative trends. For offerors/critical subcontractors that are newly formed entities (in existence less than three (3) years from the closing date of this solicitation) who either have no prior contracts or do not possess relevant corporate past performance, but have key personnel with relevant past performance while employed by another company, the quality of such key personnel's performance as verified by the Past Performance Team will be considered if the submitted contract involves the key personnel performing the same role currently being proposed on the instant acquisition and this performance occurred during the past three (3) years from the issuance date of this solicitation. The Lead State will take into account past performance information regarding predecessor companies, affiliates, other divisions, or corporate management if such was provided for evaluation and if the offeror's past performance volume demonstrates the company, affiliate, or division will provide the offeror with resources for the instant proposed effort, such as workforce, management, facilities, or other capabilities

demonstrating direct and meaningful involvement in the performance of the proposed instant effort. The Lead State shall consider an Offeror's/ critical subcontractor's contracts in the aggregate should the present and past performance lend itself to this approach. That is, an Offeror's contracts may represent only a rating less than very relevant when each contract is considered as a stand-alone effort. However, when these contracts are performed concurrently (in part or in whole) and are assessed in the aggregate, the work may reflect greater magnitude of complexities and/or magnitude of effort and such may be reflected in the confidence assessment. A critical subcontractor's two (2) contracts may represent only a rating less than very relevant when each contract is considered as a stand-alone effort. However, when these contracts are performed concurrently (in part or in whole) and are assessed in the aggregate, the work may reflect greater magnitude of complexities and/or magnitude of effort and such may be reflected in the confidence assessment. The Lead State may consider a critical subcontractor's submitted contracts in the aggregate in this same manner if their submitted efforts were performed concurrently (in part or in whole). Then considering the offeror's /critical subcontractor's respective role and their work in aggregate as well as the critical subcontractor(s) role and their work in aggregate, a confidence assessment rating will be assigned for the team as a whole.

## Section 9: Evaluation Criteria 4: Price

### 9.1 Labor Categories

The labor categories shown in this solicitation were developed by using a variety of market research tools, including GSA acquisition support services SIN and were compiled by researching small, medium and large firms across the nation to create the set of labor categories provided in Section 6 Evaluation Criteria 1: Management Plan.

### 9.2 Hourly ~~prices~~Prices

For the purposes of this RFP: Off-site means the Offeror's Place of Work and On-site means the Government (any state or political subdivision) Place of Work.

Hours provided in Attachment C-2 Offer Form, OF-3 Hourly Pricing Per Labor Category are for proposal purposes only. Offeror shall submit off-site proposed prices that represent fully-burdened rates inclusive of all cost factors (e.g. direct labor, indirect labor, G&A, and profit), ~~excluding travel and other Purchasing Entities' taxes, i.e. sales or general excise tax.~~ Offeror shall submit prices for each labor category for the base period (two years) and each optional period. Prices shall remain the same during the base period. A 2% inflation rate will be considered in optional years. Any pricing above the 2% inflation rate is unacceptable.

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Additionally, to allow for flexibility in location, Offeror shall include on-site fully burdened hourly rates for use post-award. Offeror shall submit on-site proposed prices that represent fully-burdened rates inclusive of all cost factors (e.g. direct labor, indirect labor, G&A, and profit), excluding travel. Offeror shall submit prices for each labor category for the base period (two years) and each optional period. Prices shall remain the same during the base period. A 2% inflation rate will be considered in optional years. Any pricing above the 2% inflation rate is unacceptable.

### 9.3 Price Evaluation

The Offeror's price proposal is worth 30% of the total points, which is 300. The Offeror's price proposal shall be submitted on the spreadsheet provided in Attachment C-2 Offer Form, OF-3 Hourly Pricing Per Labor Category and as described in Section 9 Evaluation Criteria 4: Price. Prices shall be evaluated for competitiveness and reasonableness of price for labor categories. The Lead State may use any or all price analysis techniques and procedures to determine price reasonableness. For labor categories, the proposed labor rate for each labor category will be multiplied by the estimated quantity of direct-productive-labor-hours (DPLH) to determine the total proposed price for each labor category. In the event of a conflict between the proposed labor category price and the extended price specified by the Offeror, the labor category rate will be used to determine the total proposed price for that labor category. Note: Estimated Labor Hours are provided for evaluation purposes only.

The on-site price will not be evaluated when scoring price.

### **9.3.1 Cost Points Conversion**

In converting cost to points, the Lowest Total Cost will automatically receive the maximum number of points allocated to cost shown in Table 1. The point allocations for cost on the other Offers for each service category will be determined through the method set out in the following formula: [Lowest Total Cost multiplied by maximum points divided by [Offeror's Proposed Cost] = Cost Points Awarded.

### **9.4 Price and Rate Guarantee Period**

All prices shall be guaranteed for each year as part of the Master Agreement. Requests for price adjustment shall not be considered.

## Section 10: Special Provisions

### 10.1 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.

A SPO vendor list contract will be issued as a result of any award(s) made for this RFP. Participating jurisdictions will contract for services on an "as needed" basis during the term of the contract.

### 10.2 State of Hawaii's Commitment

In return for prices submitted the following purchasing jurisdictions may purchase their requirements from the successful Offeror(s):

Executive Department/Agencies	City & County of Honolulu
Department of Education	Honolulu City Council
Hawaii Health Systems Corporation	Honolulu Board of Water Supply
University of Hawaii	Honolulu Authority for Rapid Transportation
Public Charter School Commission and Schools	County of Hawaii
Office of Hawaiian Affairs	
House of Representatives	Hawaii County Council
Senate	County of Hawaii-Hawaii Department of Water Supply
Judiciary	County of Maui
	Maui County Council
	County of Maui-Department of Water Supply
	County of Kauai
	Kauai County Council
	County of Kauai-Department of Water

### 10.3 Use of Price List by Nonprofit Organizations

Pursuant to Section 103D-804, HRS nonprofit organizations with current purchase of services contract(s) (Chapter 103F, HRS) have been invited to participate in SPO price list contracts.

If a nonprofit organization (hereinafter called "nonprofit") wishes to purchase from a SPO price list contract, the nonprofit must obtain approval from the price list vendor; participation must be mutually agreed upon. A price list vendor may choose to deny participation by a nonprofit. Provided, however, if a nonprofit and price list vendor mutually agree to this arrangement, it is understood that the nonprofit will retain its right to purchase from other than a price list vendor.

#### 10.4 Ordering Procedures (Mandatory for Hawaii Purchasing Entities, Optional for other State Entities and other Participating Entities)

Note: For the purposes of this RFP, statement of work describes the services within a Task Order when requesting quotes from awarded Contractor(s).

**Pursuant to Hawaii Revised Statutes (HRS) §103D-405(d) “Outside Contractors may be utilized to prepare specifications and work statements in the development of a solicitation. Contractors paid for those services shall be precluded from bidding on or receiving a contract when they participated in any way in the development of the solicitation package or any resulting contract.”** Because of the nature of the Master Agreement, the organizational conflicts of interest procedures and limitations set forth for the State of Hawaii in this request for proposals shall apply to Orders placed by ValuePoint Participating Entities.

- a. Agency shall prepare a uniform request for quotations to obtain responses from at least three (3) Contractors. Agencies may use the Uniform Request for Quotes, or a similar form, fillable version of the form available on the SPO site (link to be provided in SPO VL instructions). It is the agency's responsibility to give the Contractors a reasonable amount of time to prepare and submit the quote.
- b. Each RFQ will describe the project needs based on the Scope of Work categories one through thirteen of the RFP. Task Orders will include a statement of work which defines the services and deliverables.
- c. Each RFQ will require the Contractor to submit the names of each team member who will provide services throughout the contract period. The rate and description of each team member will be identified by the labor category as submitted by the Offeror (now Contractor). Agencies may request resumès or any other additional information about the team members to find out more about the expert level and experience that make up the team.
- d. Contractor responds by due date specified and shall submit a breakdown of the number of hours for requested tasks and pricing for requested services. The total price **shall be a firm fixed fee**.
- e. The tasks will be based on the Contractor's assessment and recommendations accepted by the requesting agency. Deliverables will be described within each task that will trigger decision points and aid in further defining the subsequent tasks, if applicable. While this is a decisional phased approach, the order of the tasks and activities listed does not imply a strict sequential approach to project delivery. It is expected that the selected Contractor will describe in its quote how these tasks and activities will be performed and the scheduling of these activities based on the Contractor's expertise and proposed delivery model.
- f. Contractor will also describe Schedule of Performance Payment Milestones and provide project schedule.
- g. Agency reviews and evaluates all quotes received. If a Contractor fails to respond by the due date specified, the agency shall document such failure in the

procurement file. If a Contractor submits a late quote, it is the agency's decision to accept or reject a late quote submittal. The agency shall document the late submittal in the procurement file.

- h. Agency determines best value based on agency's requirements of task order needs. Best value will be determined by price, technical and/or business requirements/service viability, past performance and other pertinent factors determined by the using agency. Such determination shall be in writing and placed in the procurement file.
- i. The Task Order Document shall be signed by the agency and Contractor.

### 10.5 Responsibility of Offerors

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

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

#### 10.5.1 Vendor Compliance - Hawaii Compliance Express (HCE)

Vendors may use the 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.

#### 10.5.2 Timely Registration on HCE

Vendors/Contractors/service providers intending to use the 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 a contract and final payment. If a vendor/Contractor/service provider is not compliant on HCE at the time of award, the Offeror will not receive the award.

#### 10.5.3 Verification of Compliance on the HCE

Prior to awarding this contract, the Lead State shall verify compliance of the Contractor(s).

#### **10.5.4 Vendor Compliance - Paper Documents**

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

#### **10.5.5 HRS Chapter 237 tax clearance requirement for award**

Pursuant to Section 103D-328, HRS, the Contractor 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/>.

#### **10.5.6 HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award**

Pursuant to Section 103D-310(c), HRS, the Contractor 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/>.

#### **10.5.7 Compliance with Section 103D-310(c), HRS, for an entity doing business in the State**

The Contractor 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 Contractor 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/>.

### **10.5.8 Timely Registration**

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

### **10.5.9 Verification of Compliance**

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

### **10.6 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 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 objectionable items in the RFP, Offeror shall notify the State in writing prior to the deadline for written questions as stated in the Section 1.4 Schedule and Significant Dates, 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.

### **10.7 Proposal Preparation**

#### **10.7.1 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, OF-1 shall be an original signature in ink, which shall be required before an award, if any, can be made. The submission of the proposal shall indicate Offeror's intent to be bound.

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

### **10.7.2 Offer Guaranty**

An offer guaranty is NOT required for this RFP.

### **10.7.3 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. Offerors are advised that they are liable for the Hawaii GET at the current 4.5% for sales made on Oahu, and at the 4% rate for the islands of Hawaii, Maui, Molokai, and Kauai. If, however, an Offeror is a person exempt by the HRS from paying the GET and, therefore, not liable for the taxes on this solicitation, the Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

### **10.7.4 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 and that Offeror will pay such taxes on all sales made to the State.

### **10.8 Confidentiality**

**10.8.1** 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 in Section 4.4 Required Format and Content, #7 Confidential, Protected or Proprietary Information. Costs included or required to be included in an Offer cannot be confidential and will not be withheld from public access.

**10.8.2** 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 by the Offeror 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. Total Cost proposals cannot be marked confidential.

**10.8.3** Pursuant to HAR §3-122-58, the Lead 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 Lead State shall communicate the Attorney General's determination to the Offeror 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).

### **10.9 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.

### **10.10 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 obligations outlined in this RFP.

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

### **10.11 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.

### **10.12 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 completed.

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

#### **10.13 Notice to Proceed**

Work will commence on the official commencement date specified on the Notice to Proceed.

#### **10.14 Contract Execution**

The successful Offeror receiving award shall enter into a formal written contract to be signed by the Contractor and returned within ten (10) working days~~working~~.

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.

#### **10.15 Liability Insurance**

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his Subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by the Contractor or by Subcontractor or anyone directly or indirectly employed by either of them. If any Subcontractor is involved, the insurance policy or policies shall name the Subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a Subcontractor and naming the Subcontractor as additional insured, the Contractor may require the Subcontractor to provide its own insurance, which meets the requirements herein. It is understood that a Subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its Subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 per accident
Professional Liability	\$1,000,000 per claim \$2,000,000 aggregate

Professional Liability shall be required from vendors providing professional services requiring a license to conduct its business such as an engineer, architect, accountant, lawyer, information technology services etc.

Each insurance policy required by this contract (with the exception of the Professional Liability policy), including a Subcontractor's policy, shall contain the following clauses:

- A. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
- B. "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 General Liability, Automobile Liability and Worker's Compensation insurance policies and shall be in favor of the State of Hawaii.

Prior to award, 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) therefore on deposit with the State during the entire term of the price list and price list extensions, if any, including those of its Subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default, entitling the State to exercise any or all of the remedies provided in the contract and this RFP for a default by the Contractor.

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this RFP. Notwithstanding said policy or policies of insurance, the Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this price list.

## **10.16 Contract Invalidation**

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

## **10.17 Mistakes in Proposals**

**10.17.1** Mistakes shall not be corrected after award of contract.

**10.17.2** 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 Offeror alleges mistake, the proposal may be corrected or withdrawn pursuant to this section.

**10.17.3** 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.

**10.17.4** 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 discussions 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 an Offeror to: return the number of signed proposals required by the request for proposals; sign the proposal, but only if the unsigned proposal is accompanied by other material indicating 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.

## **10.18 Modification Prior to Submittal Deadline or Withdrawal of Offers**

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

**10.18.2** Any change, addition, deletion of attachment(s) or data entry of an Offer may be made prior to the deadline for submittal of offers