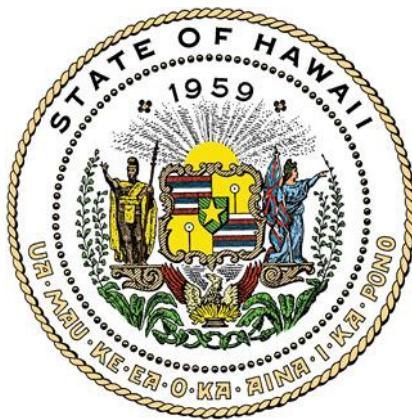


# Employees' Retirement System of the State of Hawai'i

## Request for Proposal for V3locity Migration Project Manager

**RFP 2025-02**



**Issue Date: February 4, 2025**

**All changes to the RFP will be issued by an Addendum to  
the RFP and posted on the ERS website at  
(<https://ers.ehawaii.gov/resources/procurement>)**

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## **SECTION 1 ADMINISTRATIVE OVERVIEW**

### **1.1 INTRODUCTION**

The Employees' Retirement System of the State of Hawaii (ERS) administers a defined benefit retirement plan for the State and county government employees of the State of Hawaii. ERS provides retirement, disability, and death benefits for its members. ERS is a qualified defined benefit public pension plan under Section 401 (a) of the Internal Revenue Code. Administration of the ERS falls under the policy and executive direction of the Board of Trustees with certain areas of administrative control vested in the state Department of Budget and Finance.

The ERS is soliciting proposals from qualified firms to assist the ERS by providing project management and technology consulting services to support ERS internal team to migrate its existing Vitech's pension administration system from V3 (Version 10) to V3locity. A more detailed description of these services are set forth in Section 2, Scope of Work.

### **1.2 BACKGROUND**

The ERS was established by the Legislature in 1925 to provide retirement, disability and survivor benefits for State and county employees, including teachers, professors, police officers, firefighters, judiciary employees, judges, and elected officials.

The ERS is a qualified defined benefit public pension plan covered under Section 401 (a) of the Internal Revenue Code. Since January 1, 1988, member contributions have been tax deferred under Section 414(h)(2) of the Internal Revenue Code, and Chapter 88 mandates that employers pick up the employee contributions. Hawaii Revised Statutes Chapter 88 and Hawaii Administrative Rules Title 6, Chapters 20 – 29 contain the language governing the pension trust.

The ERS Pension Trust is comprised of three pension classes for membership purposes and considered to be a single plan for accounting purposes because all assets of the ERS may legally be used to pay the benefits of any of the ERS members or beneficiaries, as defined by the terms of the ERS. The ERS provides retirement, survivor, and disability benefits under the Contributory, Hybrid and Noncontributory classes. A new benefit structure is effective July 1, 2012, for new Contributory and Hybrid class members.

Generally, all full-time employees of State and counties of Hawaii are required to be members of the ERS. Some positions of the State and counties of Hawaii are not eligible for ERS membership and may be covered by another separate retirement program. Membership of the plan and the benefits provided are based on the individual's employment group and ERS membership date.

A member may belong to only one class based on their latest employment. A member may change classes in certain situations due to a change in their membership date or job classification. If a member earns service in different classes or benefit structures, the member's retirement benefit is calculated based on the applicable membership service earned (such as service credits and benefit multiplier percentage of such service).

The two major employment groups applicable to employer and member contribution rates, vesting requirements, and benefit provisions are (a) Police and Firefighters and (b) All Other Employees. There are four major benefit structures for contributory class members based on employment group and membership date while there are two benefit structures for hybrid class members based on their membership date as discussed below. The noncontributory class has one benefit structure.

Contributory and Hybrid members are required to make contributions to the ERS and may also be covered by Social Security. Employees in the following occupational groups are required to be members of the Contributory Class: police officers, firefighters, judges, elected officials, legislative officers, and certain investigators. The Contributory Class also includes employees hired prior to July 1, 1984, who chose not to become Noncontributory members, and employees who were required to be Contributory members prior to July 1, 2006, but who did not choose to become Hybrid members, even though they were eligible to do so.

Noncontributory members do not make contributions to the ERS and must be covered by Social Security. The Noncontributory Class covers employees hired from July 1, 1984, to June 30, 2006, as well as employees hired before July 1, 1984, who elected to become Noncontributory members.

The Hybrid Class, which became effective on July 1, 2006, applies to all new general employees, teachers, State and county department heads and deputies, water safety officers, sewer workers and emergency medical technicians hired on or after July 1, 2006, as well as employees hired before July 1, 2006, who elected to change to the Hybrid Membership. Hybrid members are required to make contributions to the ERS and may also be covered by Social Security.

New benefit structures were established in 2011 under the Contributory and Hybrid classes and are referred to as Tier I and Tier II. Tier I employees have membership dates prior to July 1, 2012, and Tier II is for those Contributory and Hybrid employees with membership dates after June 30, 2012.

Additional information regarding the ERS is available on the ERS website at: <https://ers.ehawaii.gov>.

### 1.3 AUTHORITY

This RFP is issued under the provisions of Hawaii Administrative Rules (HAR) 3-122-46. This solicitation is issued under the provisions of Hawaii Revised Statutes (HRS) Chapter 103D, Chapter 88 and its administrative rules thereof. All applicants are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective offeror shall constitute a warranty and representation of such knowledge on the part of such prospective offeror.

### 1.4 RFP ORGANIZATION

This RFP is organized into five sections:

- Section 1** Administrative Overview — provides offerors with general information on the objectives of this RFP, procurement schedule and procurement overview.
- Section 2** Scope of Work — provides offerors with a general description of the tasks to be performed.
- Section 3** Proposal — describes the required format and content for the offerors' proposals.
- Section 4** Proposal Evaluation — describes how proposals will be evaluated.
- Section 5** State of Hawaii Agreement for Goods or Services Based Upon Competitive Sealed Proposals — provides offerors the terms and conditions under which the work will be performed.

1.5 PROCUREMENT OFFICER AND CONTRACT ADMINISTRATOR

This RFP is issued by the ERS. The individual listed below is the Procurement Officer and Contract Administrator for this procurement.

Mr. Thomas Williams, Executive Director,  
City Financial Tower  
201 Merchant Street, Suite 1400  
Honolulu, HI 96813  
Telephone: (808) 586-1700, Fax: (808) 586-1677

The ERS Point of Contact for all matter relating to this RFP is:

Name: Geraldine Konishi  
Email : Geraldine.Konishi@hawaii.gov

1.6 REQUIRED TAX CLEARANCE

The resulting agreement will be subject to Sections 103-53, 103D-328 and 237-45, HRS, as amended, which requires all businesses to obtain a tax clearance certificate from the State Department of Taxation and the Internal Revenue Service in order to enter into a State or County contract. The Contractor will be required to submit an approved Application for Tax Clearance, Form A-6, prior to entering into the contract and as a precondition to final payment.

1.7 PROCUREMENT TABLE

<b>Activity</b>	<b>Date</b>
RFP Available to Prospective Offerors	February 4, 2025
Closing date for Submissions of Questions via Email	February 13, 2025
ERS Response to Questions	February 20, 2025
Closing Date for Receipt of Proposal	March 6, 2025
Presentations in Honolulu, HI (optional)	March 13, 2025
Best and Final Offers (if any) due	March 20 2025
Notice to Award	March 27, 2025
Contract Start Date	March 31, 2025

\*Best estimates at this time. \*\* Time due for each date is 4:30 p.m. (H.S.T.)



## 1.8 COMMUNICATIONS AND QUESTIONS

Offerors and potential offerors (including agents of offerors or potential offerors) shall not contact any member of the ERS Board of Trustees or any member of the ERS staff concerning this Request for Proposal.

ERS is accepting questions concerning this RFP (see Section 1.7, Procurement Timetable). Questions are being accepted by ERS for this RFP in accordance with Section 1.7, Procurement Timetable.

Submit all questions via email to ERS Point of Contact, to include the following:  
- subject line - "V3locity Migration Project Manager RFP 2025-02"  
- to - Geraldine Konishi (Geraldine.Konishi@hawaii.gov).

ERS will respond to questions for this RFP in accordance with Section 1.7, Procurement Timetable, by a written addendum posted on the ERS website, in the procurement section ([https:// ers.ehawaii.gov/resources/procurement](https://ers.ehawaii.gov/resources/procurement)).

## 1.9 SUBMISSION OF PROPOSALS

Offerors are required to carefully read, examine and understand the solicitation, terms, conditions, forms and other documents, laws and rules, as noted in this RFP including addendum(s) as applicable, before submitting a proposal.

The submission of a proposal shall be a warranty and representation that the offeror has made a careful examination, has read, understands the specifications, terms and conditions of this RFP and agrees to provide and perform per same.

### **Proposal Due Date and Time:**

Refer to Section 1.7, Procurement Timetable for the proposal due date and time.

### **Hardcopy Responses:**

**This is a Hardcopy Response RFP** which requires each qualified offeror to have delivered a hardcopy response to the below mailing address in accordance with Section 1.7, Procurement Timetable . Each Offeror will submit only one (1) proposal. Alternate proposals will not be considered or accepted and offerors may be a party in only one proposal. NO FAXED OR E-MAILED proposals will be considered or accepted.

**Cost Proposal:**

Concerning the cost proposal, the offered pricing for services shall be firm and fixed including all fees, labor and otherwise expenditures provided by the Offeror to fulfill the terms and conditions of this RFP.

**Proposal Delivery Format:**

**Each Offeror shall submit (1) one single-sided original, unbound and (10) ten copies of the bound proposal with contents indexed to be delivered to Employees' Retirement System of the State of Hawaii at City Financial Tower, 201 Merchant Street, Suite 1400, Honolulu, HI 96813. The Offeror shall provide in the shipping container with the proposals (1) one, USB drive with the electronic version of the proposal in PDF format with bookmarks.**

**Offeror shall clearly identify on the outside cover of the package containing the proposals the following:**

**Employees' Retirement System of the State of Hawaii  
City Financial Tower, 201 Merchant Street, Suite 1400  
Honolulu, HI 96813 Attention: Procurement Officer**

**Proposal Submitted by:**

**Offeror Company Name: \_\_\_\_\_ Submitted by: \_\_\_\_\_  
Response to V3locity Migration Project Manager RFP 2025-02**

**1.10 RECEIPT, OPENING AND RECORDING OF PROPOSALS; LATE PROPOSALS**

Proposals shall be date and time-stamped upon receipt at ERS and held in a secure place by the Procurement Officer or designee, until the established RFP opening date and time.

Late Proposals shall not be opened or considered and shall be returned to Offeror. Proposals may be modified or withdrawn prior to the deadline for submission of proposals.

- **Modifications** — A written notice shall be sent by the offeror and received by the Procurement Officer stating that a modification to a submitted proposal is being provided by the offeror. The written notice must accompany the actual modification securely sealed in a separate envelope or container and received by the RFP closing date and time.

- **Withdrawal** — A written notice shall be sent by the offeror and received by the Procurement Officer. The withdrawal shall state that the offeror wishes to withdraw a proposal that has already been received by the Procurement Officer.

### **Proposal Opening:**

Proposals shall not be opened publicly, but shall be opened in the presence of two or more procurement officials. Proposals and modifications shall be shown only to personnel having a need to know.

After the date established for receipt of proposals, a register of proposals shall be prepared which shall include the name of each offeror, and the number of modifications received. The register of proposals shall be open to public inspection only after award of the contract.

Any notice of withdrawal, notice of modification of a proposal with the actual modification, or any proposal received by the Procurement Officer after the time and date set for receipt and opening of proposals is late and will not be considered for award.

An offeror may withdraw and resubmit a proposal prior to the final submission date and time. No withdrawals or re-submissions will be allowed after the final submission date and time.

#### 1.11 BEST AND FINAL OFFER

The priority-listed offeror's best and final offers must be received by the Procurement Officer no later than the due date and time in accordance with Section 1.7, Procurement Timetable. If a best and final offer is not submitted, the previous submittal will be construed as the best and final offer. One (1) single-sided unbound original and ten (10) copies of the best and final offer must be submitted. After best and final offers are received, final evaluations will be conducted for an award.

#### 1.12 MISTAKES IN PROPOSALS

Mistakes shall not be corrected after the award of the contract. When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer will email request to the offeror to confirm the proposal.

If the offeror alleges mistake, the proposal may be corrected pursuant to this section via email and the procurement officer shall provide the time frame for such correction.

Correction shall be made by the Offeror within the Procurement Officer's designated time frame or the Offeror will be considered non-responsive and request by the Procurement Officer to the Offeror's to confirm proposal or offer correction will be withdrawn.

ERS reserves the right to waive or permit cure for minor informalities, errors or omissions, when it is in the best interests of the State.

#### 1.13 COSTS FOR PROPOSAL PREPARATION

Any costs incurred by an offeror in preparing or submitting a proposal are the offeror's sole responsibility. Travel and expenses to and from the State of Hawaii are also the sole responsibility of the organization submitting the response.

#### 1.14 DISQUALIFICATION OF PROPOSALS

The ERS reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the scope of work. Any proposal offering any other set of terms and conditions, or terms or conditions contradictory to those included in this RFP, may be disqualified without further notice.

An offeror will be disqualified and the proposal automatically rejected for any one or more of the following non-exclusive reasons:

- Proof of collusion among offerors, in which case all proposals and offerors involved in the collusive action will be rejected.
- The offeror's lack of responsibility and cooperation as shown by past work.
- The proposal shows any noncompliance with applicable law.
- The proposal is conditional, incomplete, or irregular in such a way as to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- The proposal has any provision reserving the right to accept or reject award, or to enter into an agreement pursuant to an award, or provisions contrary to those required in the solicitation.
- The delivery of the proposal after the deadline specified in the timetable.
- The offeror's being in arrears on existing contracts with the State or having defaulted on previous contracts.
- The offeror's lack of sufficient experience to perform the work contemplated.
- The offeror's conflicts of interest or lack of independence in judgment.

1.15 RFP AMENDMENTS AND ADDENDUM

ERS may modify any part of the RFP, prior to the date fixed for final submission of responses, by issuance of an addendum which shall be posted on ERS website (ers.ehawaii.gov). Addenda will be numbered consecutively.

1.16 CANCELLATION OF REQUEST FOR PROPOSALS/REJECTION OF PROPOSALS

This RFP may be cancelled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interests of the State.

1.17 UNCERTAINTIES BEYOND CONTROL OF THE STATE OR CONTRACTOR

The ERS recognizes that circumstances beyond the control of the ERS may arise that may significantly affect the ability of the contractor to provide the services described in this RFP or as proposed by the contractor. Accordingly, the ERS reserves the right to modify the agreement to address such circumstances.

1.18 PROPOSAL BONDS; PERFORMANCE AND/OR PAYMENT BONDS

No bid bond is required to be submitted with the proposal, and no performance or payment bond will be required for the contract awarded pursuant to this RFP.

1.19 ACCEPTANCE OF PROPOSAL AND EXECUTION OF CONTRACT

Acceptance of a proposal, if any, will be made as provided in the Procurement Timetable. The offeror must have the ability to provide and perform as specified in this RFP and in the contract. The ERS shall be the sole judge of capability. The successful offeror will be notified by letter that its proposal has been accepted and that the offeror is being awarded the contract.

ERS reserves the right to award a contract based upon the written responses received and without prior discussion or negotiations.

The ERS shall forward a contract to the successful offeror for execution. The contract shall be signed by the successful offeror and returned within ten calendar days after receipt by the offeror or within such further time as may be allowed.

No contract shall be considered binding upon the ERS until the contract has been fully and properly executed by all parties thereto.

If the offeror to whom a contract is awarded shall fail or neglect to enter into the contract within ten calendar days after such award or within such further time as may be allowed, the Procurement Officer may consider the next best ranked offeror or may call for new proposals, if it is deemed to be in the best interests of the State.

## 1.20 TAX CLEARANCE

The resulting Agreements are subject to sections 103-53, 103D-328, and 237-45, Hawaii Revised Statutes, as amended. The contractor(s) will be required to submit an approved tax clearance certificate prior to entering into this Agreement and as a precondition to receiving final payment. Information regarding the tax clearance application may be found on the State of Hawaii – Department of Taxation website at <http://www.state.hi.us/tax/alphalist.html>.

## 1.21 REQUIREMENTS FOR DOING BUSINESS IN THE STATE OF HAWAII

Section 3-122-112, Hawaii Administrative Rules (HAR), requires that, before award of the contract may be made, the successful offeror must provide proof of compliance with the requirements of the following chapters of the Hawaii Revised Statutes (HRS):

- 1) Chapter 237, tax clearance
- 2) Chapter 383, unemployment insurance
- 3) Chapter 386, workers' compensation
- 4) Chapter 392, temporary disability insurance
- 5) Chapter 393, prepaid health care

And one of the following:

- 1) Be registered and incorporated or organized under the laws of the State, or
- 2) Be registered to do business in the State.

Proof of compliance with the foregoing requirements are to be provided through the Hawaii Compliance Express (HCE), which allows vendors, contractors and service providers doing business with the State to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the date the Certificate of Vendor Compliance is issued. The Certificate of Vendor Compliance indicating that offeror or contractor's status is compliant with the requirements of HRS Chapter 103D-310(c), will be accepted for both contracting purposes and final payment.

**The Offerors are encouraged to place a HCE Compliant certificate in their proposal package to ensure the State's ability to verify vendor compliance.**

The contractor must maintain such compliance during the term of the contract and for final payment. The ERS may conduct periodic checks to confirm that a contractor maintains compliance with the foregoing requirements throughout the term of the contract, including any extensions. If a contractor's Certificate of Vendor Compliance shows that the contractor's status is "Not Compliant" or "Expired", the ERS has the right to withhold any and all payments to the contractor until the contractor's Certificate of Vendor Compliance shows that the contractor's status is "Compliant." Such withholding shall not be considered or constitute a breach of contract and shall not be a basis or excuse for nonperformance of the contract by the contractor, or entitle contractor to claim interest for a late payment.

#### 1.22 COMMENCEMENT OF WORK AFTER CONTRACT EXECUTION

The successful offeror must begin substantive actions on the project immediately upon receipt of notice to proceed, which will be given upon the execution of the contract. The contractor will be in default if delays occur in the commencement of substantive work. If default occurs, ERS reserves the right to cancel the contract, and award the contract to another contractor.

## **SECTION 2 SCOPE OF WORK**

### 2.1 INTRODUCTION

The ERS is soliciting proposals from experienced, knowledgeable and qualified firms to assist the ERS by providing project management and technology consulting resources. Under ERS supervision, Awardee will support the ERS internal team to migrate its existing Vitech's pension administration system from V3 (Version 10) to V3locity.

Section 2 presents the scope of work required by the agreement to be issued under this RFP. Contractor and State responsibilities associated with the agreement are identified.

The successful offeror will enter into an agreement in substantially the form set forth in Section 5.

### 2.2 GENERAL REQUIREMENTS

#### 2.2.1 Contract Period

It is anticipated that the term of the Contract awarded under this RFP will commence on or around March 31, 2025 until through the timeline proposed by the Offeror agreed upon by with ERS and Offeror (refer to Section 1.7, Procurement Timetable, as amended). The term of the Contract may be extended, at the ERS's option for (1) one additional year.

Funds are not presently available for performance under the Contract beyond the current fiscal year. Offeror to provide a detailed description of their proposed costs in their response per section 3.10 Proposed Fees. The ERS's obligation for performance of the Contract beyond the fiscal year is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the ERS for any payment may arise for performance under the Contract beyond the current fiscal year until funds are made available for performance of the Contract.



## 2.2.2 Scope of Work

For the purposes of quoting fees under this RFP, the fees quoted are to be based on the scope of work and all specifications noted in this RFP.

### **The Awardee to provide the following services:**

#### **Phase 1: Pre-V3locity Migration Activities**

Awardee will perform an independent assessment of the currently implemented Vitech V3 application to identify business processes and workflows to determine their transferability to V3locity to include in written reports but not limited to the following:

- 1) V3locity Assessment:
  - a) Contract review and scope specifications
  - b) Migration assessment outcome definition and alignment
  - c) Clarify roles, responsibilities and an agreed upon communication plan for the project
  - d) Ensure V3locity's understanding of ERS business processes
- 2) Functional and Technical Inventory
  - a) ERS's current processes
  - b) Accurately mapping current processes to functionalities that V3locity offers.
  - c) Identify discrepancies, propose solutions/recommendations and/or areas of concern for ERS and/or the project
- 3) Workflow Adaptation
  - a) Examine current workflows to determine if they are adaptable to V3locity
  - b) Redesign processes where necessary to fit within V3locity's framework
  - c) Data Assessment
- 4) Data Profiling
  - a) Data Inventory
  - b) Data Quality Assessment and Data Gap Identification
  - c) Data Governance
  - d) Data Deduplication if needed

5) Data Conditioning & Remediation

- a) Implement Cleansing Activities
- b) Determine Data Gap Activities
- c) Implement Data Validation Safeguards

6) Security

Review ERS current V3 roles and access controls and properly map them to V3locity to ensure completeness and accuracy. In addition, review the Vitech's various security reports and provided security related policies and procedures and provide a written evaluation to ERS. The evaluation should include, but not limited to a summary evaluation of each report reviewed, areas of concern, recommendations for ERS, an overall recommendation as to acceptable or not acceptable, etc.

7) Project Documents

Awardee will review and, where appropriate, evaluate all documents produced in the planning and execution of the ERS Project work performed to date by all project participants. This review will include "formal" documents including RFP's, Proposals, Contracts, Project Plan(s) and Schedule(s), Meeting Minutes, Status Reports, and Deliverables. Awardee will also review any other available materials (formal or informal) such as workflows, interim deliverables, assessments, legal notices, and participant notes. Awardee will document the work performed, identify supporting documentation such as deliverables, meeting minutes, etc. and record our findings for delivery to ERS. Provide a Requirements Traceability Matrix (RTM) to document, map and traces user requirements with test cases. to validate that all requirements are covered by test cases, ensuring no functionality is left unchecked during software testing.

8) Document Cloud and Software Architectures, Configurations and Environments

Awardee will document the final Cloud and software architectures, configurations and environments. Awardee will document the work performed, identify supporting documentation such as deliverables, meeting minutes, etc. and record findings for delivery to ERS.

9) Compare Design Deliverables with Contract Requirements

Awardee will review and evaluate all vendor deliverables and contractually required project documents for adherence to contract requirements, proposal details, and any related documented agreements. Awardee will signoff on all design deliverable as assurance that contract requirements are met prior to ERS's signoff.

10) Evaluate Any Work Performed Versus V3locity Migration Contract Requirements

The ERS has utilized its current software and procedures for a number of years. The V3locity software will change how the ERS conducts business. The Awardee shall assist ERS staff in effective change management during the implementation and training process in order to create a smooth transition.

**Phase 2: Vitech V3 to V3locity Migration**

1) Data Integration and Scenario Planning

As part of the testing support, it is crucial to ensure that data scenario planning is thoroughly integrated with the overall test planning and execution. This includes careful consideration of details such as bookmarks within correspondence, data mapping for reports and queries, and ensuring that key variations of data are accurately reflected in the testing process. By incorporating these data considerations into test planning and execution, the awardee can better validate that V3locity meets the specific needs of ERS, maintaining the integrity of existing business processes and ensuring seamless functionality in the new system.

2) Contract review of Vitech Migration:

a) Ongoing review of contract artifacts: Awardee will review current versions of all contract artifacts in order to stay informed of progress through negotiations.

- b) Advisement on specific components of the Vitech SOW: Awardee will be available at the request of ERS to provide leading-practices recommendations and industry perspective on specific components of the Vitech SOW. More specifically, Awardee will advise client on specific areas in which they have successfully negotiated with Vitech in the past, providing specific details of those negotiations and working with the organization to bolster their negotiating position with Vitech.
  - c) Weekly touchpoints with the ERS: Awardee will participate in at least one weekly meeting with the organization to discuss updates on negotiations and to provide insight into previous negotiations with Vitech in specific areas of negotiation.
  - d) Ad hoc meetings with Vitech & Third Parties: As requested by ERS, Awardee will make a best effort to be available for meetings with the Vitech, other Third Parties, and ERS negotiations teams. Awardees role will be that of strategic advisor and mediator.
- 3) Oversight of Vitech Migration Path Assessment:
- a) Awardee will participate in reviews in conjunction with the ERS throughout the assessment performed by Vitech to migration to V3locity. Key components of that assessment are sizing considerations such as:
    - i) Functional and technical inventory
    - ii) Workflows
    - iii) Forms, letters, reports
    - iv) API's and web services
    - v) Interfaces
    - vi) Queries
    - vii) Calculation complexity
    - viii) Tier complexity
    - ix) Images
  - b) Awardee will ensure all functional and technical requirements have been fully addressed prior to implementation initiation. Additionally, Awardee will review data migration strategies and considerations. Awardee will ensure project plan, resourcing, and all activities for implementation are achievable and address migration considerations specific to the ERS.

- 4) Implementation Oversight:
- a) Project Oversight. The Awardee will provide oversight services to ensure requirements are being met, timelines are maintained, and the migration is performed as smoothly as possible. This may include, but is not limited to the following activities:
    - i) Work session participation – Awardee will participate in work sessions between the ERS and Vitech.
    - ii) Requirements confirmation – Awardee will participate in discussions between the ERS and Vitech describing their understanding of requirements and plan provisions that the ERS will be required to approve. The awardee will assist in review and approval of requirements.
    - iii) Status reporting – Awardee will provide a regular status report highlighting the progress made to date, upcoming activities, risks, and issues.
    - iv) Risk mitigation – Awardee will maintain a risk log throughout the migration and help mitigate and resolve the identified risks and issues.
    - v) System advocate – Awardee will act as the ERS advocate with Vitech and ensure ERS’ needs and requirements are met throughout the implementation process. The Awardee will actively help address and resolve any conflict or disagreements that may arise, in the ERS best interest.
    - vi) Leading practice adherence – Awardee will ensure that the industry leading-practices are respected throughout the migration.
    - vii) Awardee will sign-off on all V3locity migration deliverables and invoices prior to ERS.

- b) Testing Support. Awardee will provide a variety of skills and expertise to assist ERS in the Project. The following outlines the type of work and deliverables that ERS may request under this SOW:
- i) Testing Oversight and Analysis: Ensure thorough code migration testing within an agile framework. Actively engage in weekly test meetings and provide written feedback as needed.
  - ii) Participation in Meetings with Vitech: Attend meetings with Vitech alongside ERS staff and, at ERS' request, meet independently with Vitech.
  - iii) Review of Vitech Automated Regression Testing (ART) Library: Review Vitech's regression test library to ensure that all scenarios, scripts, etc. are consistent, comprehensive, adhere to quality assurance best practices, and accurately reflect expected business outcomes defined by the System. Identify gaps in test coverage. Provide independent verification and validation of the Vitech test library.
  - iv) Review Test Results: Review results of Vitech automated test scripts (ART Test Scripts) and manual tests executed by Vitech or ERS. Ensure that successful test results are evidence of business logic functioning as intended.
  - v) Test Strategy and Planning Assistance: Collaborate with ERS staff to maintain robust Test Strategies and Plans, with the option to develop and maintain comprehensive Test Plans. Awardee will support ERS oversight of the testing process and address specific questions about complex situations and mitigate risk of new testing terrain.
  - vi) Execution and Monitoring: Leadership in test execution, adherence to schedules, and monitoring testing progress.
  - vii) Regression Testing Assurance: Comprehensive regression testing assurance, including test execution and re-testing of identified issues. Availability for consultation on specific testing situations or challenges.
  - viii) Acceptance Testing: Awardee will perform detailed acceptance testing alongside of the ERS staff to ensure that key business processes continue to function at an acceptable level in V3locity.

- ix) Specialized Execution Support: Awardee will determine what acceptable levels are by evaluating validity, accuracy, completeness, consistency, and uniformity of data. Awardee will offer expertise in issue analysis and resolution for problems found during the acceptance testing.
  - x) Performance Testing: Awardee will identify specific acceptable bench marks for response times, recommend process for determining response times and create a table of all response times to be monitored with agreed to and actual times.
  - xi) Requirements Traceability Matrix (RTM): Awardee provide a RTM to document, map and traces user requirements with test cases. to validate that all requirements are covered by test cases, ensuring no functionality is left unchecked during software testing.
- c) Organizational Change Management. ERS will require business, technical, and resource readiness for the migration, with a particular emphasis on managing the changes required of employer reporting when transitioning to V3locity. The Awardee, equipped with organizational change management leading practices, tools, and artifacts, will assist in guiding the System through the changes and readiness required prior to go-live. This may include, but is not limited to, communications management, training assistance, governance planning, and transition planning. Leading practice frameworks for change management training and support tools, including but not limited to ADKAR (a change management framework model known as “Awareness, Desire, Knowledge, Ability, Reinforcement”) or ADDIE (a structural design/learning development model used by course developers and training designers known as “Awareness, Desire, Knowledge, Ability, Reinforcement”), may be employed to better meet the ERS organizational needs.
- d) Data Migration. The Awardee will oversee Vitech’s data migration process and will provide guidance to the ERS throughout any data conversion activities. The awardee will help the ERS and Vitech in ensuring adequate tests are performed on the data and help identify resolutions to uncovered data issues. Additionally, the Awardee will be present for dry runs of the migration and will assist with any customization issues required based on ERS’ legacy Vitech data. Next, awardee will be responsible to ensure tests are properly logged and documented. A final summary will be produced to verify that data was completely and accurately migrated.

- e) IT Change Management. Awardee will support implementation of new capabilities and desired functionality within V3locity (e.g. Member Self-Service). Awardee will manage unique IT project risks and provide hands-on support. Additionally, awardee will provide Alignment of Service Level Agreements (SLAs) to business continuity and disaster recovery capabilities that enable ERS to support remote work possibilities within V3locity.
- 5) Training Management Plan. The project will require training for internal and external users. The awardee will support the ERS to develop an outreach and rollout strategy and plan to inform, educate, and obtain user buy-in. Based on that information, the Awardee shall work with ERS staff and Vitech to develop training materials necessary to successfully deploy V3locity. The Awardee shall also assist in delivering training materials as required by ERS.

### **Phase 3: Post Migration Support**

The consultant will work with ERS to ensure that V3locity is operating as expected and will include the following activities.

- 1) Host daily system status/triage meetings as needed
- 2) System stabilization reporting
- 3) Problem incident reporting (PIR) and tracking
- 4) Problem logging, tracking, reporting and documentation
- 5) Issue classification
- 6) Issue resolution
- 7) Run through of annual activities

#### **2.2.3 Liaison and Authorization to Proceed**

The Contract Administrator or his designee will serve as the primary liaison with the contractor during the term of the agreement.

The ERS will monitor the status of the contractor's work through status meetings and a review of monthly written status reports to be submitted by the contractor.

The State does not encourage, and will not in any way be bound by, work performed on behalf of the State without approval by the State. Any work performed by the contractor prior to approval by the State to proceed is done at the contractor's own risk.



#### 2.2.4 Facilities Provided by the ERS

ERS will provide office space facilitation at the ERS office at City Financial Tower for up to a total of five (5) contractor staff. The ERS may provide additional space depending on availability of space. The Awardee will be responsible for equipment and furnishings for the space and any additional space requirements such as phone lines and data connections. The contractor will be required to provide their own internet access and their own vehicle parking for the engagement.

#### 2.2.5 ERS Business Hours

Contractor must be able to meet with ERS Board and staff during ERS business hours; Monday – Friday 7:30 AM to 4:30 PM, Hawaii Standard Time (HST).

#### 2.2.6 Contractor Project Team

Contractor project team shall include at a minimum:

- a. Project Lead(s) for the project duration.
- b. A minimum of one (1) full-time equivalent (FTE) staff on-site in ERS Honolulu Office.

### 2.3 MULTI-TERM SOLICITATION

As indicated by the terms stated in Section 2.2.1, this solicitation is for a multi-term contract. The fixed fee proposed for items 1 through 22 in Section 2.2.2 and the per diem rates for item 23 in Section 2.2.2 shall be the same throughout the contract, except to the extent that price adjustment may be provided in this RFP and the resulting contract. The multi-term contract will be cancelled only if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first; however, this does not affect the State's rights or the contractor's rights under any termination clause of the contract. The head of the purchasing agency must notify the contractor on a timely basis that the funds are, or are not, available for the continuation of the contract for each succeeding fiscal period. Offerors must submit prices for the entire time of performance only. In the event of cancellation, the contractor will be reimbursed unamortized reasonably incurred nonrecurring costs, if applicable.

## **SECTION 3 PROPOSAL**

### 3.1 INTRODUCTION

The offeror shall prepare a written proposal that will fully describe the qualifications and availability of the offeror to provide and perform the services specified under this RFP and the compensation the offeror proposes in response to this RFP. Offeror proposal to include the following, without limitation:

- Cover Letter
- V3locity Migration Project Management Services – Qualifications and Expertise
- Project Team
- Project Management Approach
- Proposed Timeline, in Gantt style format with attributes.
- Tools and Technology
- References
- Proposed Fee
- Offer Forms

### 3.2 COVER LETTER

The RFP response must include a cover letter addressed to the Procurement Officer. The letter, which will be considered an integral part of the Proposal, must contain the following:

#### 3.2.1 Offeror's Vital Information

The cover letter shall include the offeror's name, address, telephone/fax numbers, and e-mail address.

Include the name and contact information responsible for this solicitation.

#### 3.2.2 Terms and Conditions

A statement that the offeror understands and will comply with all terms and conditions in the RFP

The offeror must include written acknowledgement of receipt of any and all amendments or addenda made to this RFP.

### 3.2.3 Legal Entity

A statement indicating that the offeror is an individual, a partnership, a limited liability company or a corporation. If the offeror is a corporation, a partnership or other legal entity, include a statement indicating the jurisdiction where the offeror is organized.

### 3.2.4 Authorized Signature

The cover letter must be signed by an individual or individuals authorized to legally bind the offeror. If the offeror is a corporation, evidence in the form of a certified copy of a corporate resolution or certified copy of articles of incorporation or bylaws shall be submitted showing the individual's authority to bind the corporation. If the Offeror is a partnership or joint venture, each member of the partnership or joint venture must sign the proposal letter, or evidence (in the form of a partnership agreement or joint venture agreement) must be submitted showing that the individuals signing the proposal letter have the authority to bind the partnership or the joint venture. The fully executed proposal letter must be submitted along with the proposal.

### 3.2.5 Federal Tax ID No.

The cover letter shall include the offeror's federal tax identification number.

### 3.2.6 Hawaii General Excise Tax ID No.

A Hawaii General Excise Tax (GET) ID must be provided or a representation that a Hawaii General Excise Tax ID will be obtained prior to commencement of the work.

### 3.2.7 Current Licenses

A statement that the offeror maintains active and current licenses or certifications necessary to provide project management services, and a statement of the offeror's specialty, if any. In addition, an offeror must provide evidence that the offeror is registered to do business in the State of Hawaii. True and accurate copies of the offeror's license(s) and certificates must be provided.

### 3.2.8 Nondiscrimination

A statement of affirmative action that the offeror does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, handicap or disability.

### 3.2.9 State Approval of Offeror's Recommendations

A statement that the offeror understands that the State reserves the right to disapprove offeror recommendations without penalty when they conflict with the policy or fiscal interests of the ERS, as determined by the ERS.

### 3.2.10 Subcontracting of Services

A statement by the offeror indicating that the work described in the RFP will not be subcontracted or assigned without the prior written approval of the ERS.

### 3.2.11 Minimum Qualifications

Affirm that the offeror meets each of the minimum qualifications and state where supporting evidence is in your proposal.

### 3.2.12 ERS Approval of Offeror's Recommendations

A statement that the offeror understands that the ERS reserves the right to disapprove offeror recommendations without penalty when they conflict with the policy or fiscal interests of the ERS, as determined by the ERS.

### 3.2.13 Availability

This section shall describe the offeror's availability and shall include a discussion of any conflict of interest the offeror may have in providing the services described in this RFP and any problems or concerns that the offeror wishes to bring to the State's attention. OFFERORS SHOULD NOTE THAT CONFLICTS OF INTEREST MAY BE GROUNDS FOR DISQUALIFICATION FROM CONSIDERATION.

### 3.2.14 Confidential or Proprietary Information

Offeror shall designate those portions of your proposal that contain trade secrets or other proprietary data/information that you wish to remain confidential. This information must be clearly marked and readily separable from your response to facilitate public inspection of the non-confidential portions. The entire proposal cannot be considered confidential, and the fee section of the proposal is not considered confidential.

Any request for public inspection is subject to the requirements of Chapter 92F, Hawaii Revised Statutes.

### 3.3 BACKGROUND AND EXPERIENCE

This section shall include details on the experience of the offeror, explicit details of offeror's experience relevant to the proposed agreement, and a list of their three (3) most recent clients.

#### 3.3.1 Offeror Background

Background information on the offeror shall cover the following:

- The name of the offeror and the location of its principal place of business and all other offices including the location of the office which will perform work on behalf of ERS.
- The age of the firm and its average number of employees over the past five years.

#### 3.3.2 Offeror Experience

The details of offeror's experience relevant to the proposed agreement shall include a summary of the offeror's experience in conducting information management systems procurements for other government entities, especially statewide public employee retirement systems.

Offerors shall also include the resumes of key employees who will be involved in this project. Those resumes should describe in detail the employee's experience in similar efforts as well as past education and training.

Personnel whose names and resumes are submitted in the proposal shall not be removed from this project without prior approval of the ERS. Substitute or additional personnel shall not be used for this project until a resume is received and approved by the ERS.

The ERS shall have the right, and the contractor will comply with any request, to remove personnel from all work on this project immediately upon notification by the ERS.

Finally, offerors should also provide a list describing project experience with potential ERS vendors. Due to the size and scope of the RFP, the ERS realizes that there will be a limited number of potential vendors interested.

### 3.3.3 References

Offerors shall provide three (3) of their most recent clients for whom offeror has provided services similar to those required in this RFP. Reference information shall include the name of the client contact person, title, the name and address of the organization, and telephone number. The State reserves the right to contact any or all of the listed references to inquire about offeror's performance, employees, conduct, etc.

### 3.4 V3LOCITY MIGRATION PROJECT MANAGEMENT SERVICES – QUALIFICATIONS AND EXPERTISE

1. Provide an overview of your V3locity migration practice, capabilities, experience and range of services provided.
2. Provide a description of how your firm would bring value to our business.
3. Describe how your firm's migration approach leverages leading practices, proven approaches and tools.
4. Describe how your firm identifies and evaluates risk and the process used to address such risk while reducing the overall cost of compliance.
5. Describe similar projects completed by your firm within the past three (3) years.

### 3.5 PROJECT TEAM

Describe the team assigned to work on this project. Include the resumes of each team member, describing their education, training, qualifications and provide a copy of their industry certifications. Provide each team member's responsibilities in support of this RFP to the ERS and summarize their skill sets. Identify the Project Lead for the Offeror. Describe how the Offeror will meet the minimum requirement to have one (1) full time equivalent staff on-site in ERS Honolulu office during the project.

### 3.6 MIGRATION PROJECT MANAGEMENT APPROACH

Offeror shall describe in detail how the offeror will provide the services outlined in the Scope of Work. Offerors shall include a project schedule in GANTT chart form that clearly illustrates graphically the estimated start date, duration, and end date for each of tasks described in Section 2 — SCOPE OF WORK. Dates should be expressed relative to the project start date.

Offeror should also include how the offeror plans to monitor the project and include example, forms, reports, etc. Also, the offeror should detail their approach for resolving issues, problems, concerns, etc. Finally, the offeror should detail their approach for ensuring all mandatory items are delivered satisfactorily.

What is the number of days that this project is expected to take to completion as described in the RFP.

### 3.7 PROPOSED TIMELINE

Offeror to provide in their proposal a proposed timeline in Gantt Style format which will describe the Offeror's plan to implement ERS's V3locity Migration Management Plan and provide the proposed number of hours to complete each phase in the work plan.

### 3.8 TOOLS AND TECHNOLOGY

1. Offeror to include an overview of the technology platform and tools that Offeror's internal audit team shall use in performance under this contract.
2. Offeror to include an overview of any software tools and technologies that shall be used to perform the V3locity migration process, develop and manage the migration phases, implement migration activities, document results, and track and report open issues.

### 3.9 REFERENCES

Provide the names of three (3) references, including the telephone and address of the company or agency, and the name of the key contact on Offeror Form OF-3. If Offeror shall utilize a sub-contractor, the sub-contractor shall also fill in the OF-3 form.

### 3.10 PROPOSED FEES

1. Offeror to include a detailed fee proposal which shall be an inclusive quote, fully encumbered, firm and fixed, including all costs, fees and taxes in or associated with the provision and performance of the services provided by Offeror per the terms and conditions of this RFP specification.
  - Provide sufficient detail for the proposed project timeline for each project phase to include cost per phase, proposed payment schedule for project timeline, etc.
  - Provide a breakdown of proposed fees by year for the following periods
    - o Year 1 total costs including a breakdown costs for
      - months 1 to 6; and
      - months 7 to 12;
    - o Year 2
    - o Year 3 etc.
2. Offeror in its firm and fixed price quote to exclude travel costs, which shall be reimbursed at face value. Provide details of expected staff travel during the project such as number of trips and/or, rates, etc.
  - Offeror to include the hourly rate per hour by staff level.
3. If the Offeror intends to perform migration services that are considered out of scope of this RFP, the Offeror to describe those services and the fees thereof for ERS consideration.
4. Offeror to include on a separate line item the fee for the optional (1) one year term extension, if ERS extends the option to the offeror.



## SECTION 4 PROPOSAL EVALUATION

### 4.1 INTRODUCTION

The evaluation of proposals received in response to this RFP will be conducted comprehensively, fairly, and impartially.

### 4.2 EVALUATION ORGANIZATION

A Selection Committee will review and evaluate all proposals submitted by the deadline as specified in this RFP.

The evaluation will be conducted in six phases:

### 4.3 PHASE 1 — EVALUATION OF MANDATORY REQUIREMENTS

The evaluation of mandatory requirements shall be done to ensure that the offeror's proposal is sufficiently responsive to permit a complete evaluation. Each proposal will be reviewed for responsiveness. Failure to submit the minimum mandatory requirements will be grounds for deeming the proposal as "unacceptable" and the proposal shall not be eligible for the priority list. Only those proposals which meet the minimum mandatory requirements in Phase 1 will be classified as "potentially acceptable or acceptable" and shall be considered in Phase 2.

The minimum requirements are:

1. Offeror to be in business for a minimum of five (5) years.
2. Offeror must provide V3locity migration project management services for a minimum of one (1) large complex organization, of similar scope, scale and complexity as ERS, preferably in public pension plans.
3. Offeror be able to meet with ERS Board and staff during ERS business hours; Monday – Friday 7:30 AM to 4:30 PM, Hawaii Standard Time (HST)..
4. The primary consultant assigned to the ERS account shall have a minimum of seven (7) years of experience providing V3locity migration project management services to a large complex organization, of similar scope, scale and complexity as ERS, preferably in public pension plans.

#### 4.4 PHASE 2 — ESTABLISHMENT OF PRIORITY-LISTED OFFERORS

All offerors who pass Phase 1 are eligible are eligible for evaluation in Phase 2. The Selection Committee will evaluate the proposals and rank the proposals based on the highest total number of points received from the criteria in Paragraph 4.7.6.

#### 4.5 PHASE 3 — DISCUSSIONS WITH PRIORITY-LISTED OFFERORS

During this phase, the evaluation committee will schedule and conduct discussions with the Priority-Listed Offerors. The evaluation committee shall establish the time and date for discussions. At a minimum, the Priority-Listed Offerors shall be required to have the listed project manager, or other person(s) deemed necessary by the evaluation committee attend the discussions.

#### 4.6 PHASE 4 – SUBMISSION OF BEST AND FINAL OFFERS

The evaluation committee shall request the Priority-Listed Offerors to submit their best and final offers in accordance with Section 1.7, Procurement Timetable. If any of Priority-Listed Offerors do not submit a notice of withdrawal or another best and final offer, their immediate previous offer will be construed as their best and final offer. After best and final offers are received, final evaluations will be conducted for an award.

#### 4.7 PHASE 5 — FINAL EVALUATION

During this phase, the evaluation committee shall conduct final evaluations on the offerors' proposals based on the evaluation criteria of the RFP.

##### 4.7.1 Proposal Clarity And Responsiveness To RFP Requirements

The offeror will be evaluated on the clarity, organization, format and content of the responses.

##### 4.7.2 Background And Experience

The report and information received from the offeror's references to include, but not be limited to, responsiveness, adherence to contract requirements, accessibility, ability to stay within project budget, etc. Did the references give you a favorable overall impression of the offeror based on past performance?

#### 4.7.3 Staffing

The evaluation will involve detailed criteria evaluating the offeror's overall staffing approach to the project, ability to dedicate at a minimum one staff member to be 100% on site during their working time, qualifications of key personnel, and past performance of the organization and the individuals. The proposed project organization and staffing resources will also be evaluated to assess the offeror's capability to provide services for the State.

The evaluation committee will evaluate the experiences of the key management personnel and other key personnel proposed for the project based on the experiences listed under the individual resumes.

#### 4.7.4 Cost

The evaluation committee will evaluate the offeror's proposed fixed total fees for the project. Did the offeror provide an adequate cost breakdown of total fees?

#### 4.7.5 Approach

This section shall contain a description of how the offeror proposes to develop and implement the tasks, and why the particular approach was selected. It is important that the offeror demonstrate their level of understanding of the ERS current operation, operational environment, and functionality of the critical application systems; and demonstrates this in their reasons for selecting the proposed approach.

4.7.6 The order, priority and points to be applied to each evaluation criteria are:

<b>Criteria</b>	<b>Points</b>
Demonstrated experience in providing similar services to governmental pension agencies	30
Professional qualifications and expertise	20
Stability and relevant experience of the team proposed for the ERS	20
Availability	15
Fees *	15
<b>Total</b>	<b>100</b>

\*Fees Points Calculation: Formula for determining allocation of points for fee:  
 allocated points = (\$ amount of the lowest fee proposal x 15.0) / \$ amount of the fee proposal being evaluated, per Section 3.10 Proposed Fees.

4.8 PHASE 6 — RECOMMENDATION FOR AWARD

The evaluation committee will make its recommendation to the Procurement Officer to award the contract to the responsive and responsible offeror whose proposal is determined to be the most advantageous to the ERS based on the evaluation factors of the RFP.

ATTACHMENT A

STATE OF HAWAII AGREEMENT FOR GOODS OR SERVICES  
BASED UPON COMPETITIVE SEALED PROPOSALS;  
STANDARDS OF CONDUCT DECLARATION; GENERAL CONDITIONS



**STATE OF HAWAII**  
**CONTRACT FOR GOODS OR SERVICES**  
**BASED UPON**  
**COMPETITIVE SEALED PROPOSALS**

This Contract, executed on the respective dates indicated below, is effective as of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_, \_\_\_\_\_,  
(Insert name of state department, agency, board or commission)  
 State of Hawaii ("STATE"), by its \_\_\_\_\_,  
(Insert title of person signing for State)  
 (hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")), whose address is \_\_\_\_\_ and \_\_\_\_\_  
 ("CONTRACTOR"), a \_\_\_\_\_,  
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)  
 under the laws of the State of \_\_\_\_\_, whose business address and federal and state taxpayer identification numbers are as follows: \_\_\_\_\_

**RECITALS**

- A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services or both.
- B. The STATE has issued a request for competitive sealed proposals, and has received and reviewed proposals submitted in response to the request.
- C. The solicitation for proposals and the selection of the CONTRACTOR were made in accordance with section 103D-303, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 6, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").
- D. The CONTRACTOR has been identified as the responsible and responsive offeror whose proposal is the most advantageous for the STATE, taking into consideration price and the evaluation factors set forth in the request.
- E. Pursuant to \_\_\_\_\_, the STATE  
(Legal authority to enter into this Contract)  
 is authorized to enter into this Contract.
- F. Money is available to fund this Contract pursuant to:
  - (1) \_\_\_\_\_  
(Identify state sources)
  - or (2) \_\_\_\_\_  
(Identify federal sources)
 or both, in the following amounts: State \$ \_\_\_\_\_  
 Federal \$ \_\_\_\_\_

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

- 1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the request for competitive sealed proposals number \_\_\_\_\_ ("RFP") and the CONTRACTOR'S accepted proposal ("Proposal"), both of which, even if not physically attached to this Contract, are made a part of this Contract.
- 2. Compensation. The CONTRACTOR shall be compensated for goods supplied

or services performed, or both, under this Contract in a total amount not to exceed \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), including approved costs incurred and taxes, at the time and in the manner set forth in the RFP and CONTRACTOR'S Proposal.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR  is required to provide or  is not required to provide:  a performance bond,  a payment bond,  a performance and payment bond in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the RFP, including all attachments and addenda; and (3) the Proposal.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

**STATE**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Date)

**CONTRACTOR**

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Date)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Deputy Attorney General

\* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.



**STATE OF HAWAII**  
**CONTRACTOR'S**  
**STANDARDS OF CONDUCT DECLARATION**

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of \_\_\_\_\_, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR  is\*  is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

\* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

**CONTRACTOR**

By \_\_\_\_\_  
(Signature)

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Date \_\_\_\_\_





**STATE OF HAWAII**  
**SCOPE OF SERVICES**



**STATE OF HAWAII**  
**COMPENSATION AND PAYMENT SCHEDULE**



**STATE OF HAWAII**  
**TIME OF PERFORMANCE**



STATE OF HAWAII

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of Departments Delegated by the Director of the Department of Human Resources Development (“DHRD”).\*

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, Hawaii Revised Statutes (HRS).

(Signature)

(Date)

(Print Name)

(Print Title)

\* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:

- (1) It involves the delivery of completed work or product by or during a specific time;
(2) There is no employee-employer relationship; and
(3) The authorized funding for the service is from other than the "A" or personal services cost element.

NOTE: Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

2. By the Director of DHRD, State of Hawaii.

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, HRS.

(Signature)

(Date)

(Print Name)

(Print Title, if designee of the Director of DHRD)

# GENERAL CONDITIONS

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## GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
  - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
  - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
  - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
  - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
  - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
  - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
- b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

- (1) The Assignee assumes all of the CONTRACTOR'S obligations;
- (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
- (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
  - d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
- a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified



period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
- (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.

b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:

- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
- (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.

d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

- (1) Any completed goods or work product; and
- (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
  - (A) Contract prices for goods or services accepted under the Contract;
  - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
  - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
  - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

- a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:
- (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
- (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or
- (C) Within such further time as may be allowed by the Agency procurement officer in writing.
- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;
- (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and
- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.
- b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.
- c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
- b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
- b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
- c. Prompt payment.
  - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
  - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:
    - (A) Changes in the work within the scope of the Contract; and
    - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
  - d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
  - e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
  - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
  - g. CPO approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 or ten per cent (10%) of the initial contract price, whichever increase is higher, must receive the prior approval of the CPO.
  - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
  - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
  - (2) Method of delivery; or
  - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
  - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
  - (2) By unit prices specified in the Contract or subsequently agreed upon;
  - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
  - (4) In such other manner as the parties may mutually agree; or
  - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
  - (1) Description of performance (Attachment 1);
  - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
  - (3) Place of performance of services;

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
  - (5) Method of shipment or packing of supplies; or
  - (6) Place of delivery.
- b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
  - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
  - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
  - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.
24. Confidentiality of Material.
- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
  - b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.
25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.
26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.
27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.



28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:

- a. The cost or pricing data, and
- b. A state contract, including subcontracts, other than a firm fixed-price contract.

29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.

If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.

30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.

31. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.

33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-205.5, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. Confidentiality of Personal Information.
  - a. Definitions.

"Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:

    - (1) Social security number;
    - (2) Driver's license number or Hawaii identification card number; or

- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
  - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
  - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
  - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

ATTACHMENT B

OFFER FORMS 1, 2, 3

**EMPLOYEES' RETIREMENT SYSTEM OF THE STATE OF HAWAII  
OFFER FORM, OF-1 Fee Proposal  
V3LOCITY MIGRATION PROJECT MANAGER RFP 2025-02**

The following offer is hereby submitted for RFP No.2025-02, V3locity Project Management Services for ERS's pension administration system as specified herein:

The proposed prices submitted below for services related to the consulting services shall be paid to the selected Contractor. No other request for payment shall be honored. Contractor(s) shall be responsible for all taxes, fees, licenses, insurance, supplies, travel, and other costs. No other claims for payment shall be honored.

The services detailed in the Section 2.2.3 Scope, Cost of Services should form the basis for the proposed fees and should be referred to for a detailed description of the services required of the successful OFFEROR. **A breakdown of the contract cost should be provided as an attachment.**

**A. Contract term fees.**

<u>Description</u>	<u>Fee Proposal</u>
Phase 1: Pre-V3locity Migration Activities	\$ _____
Phase 2: Vitech V3 (version 10) to V3locity Migration	\$ _____
Phase 3: Post Migration Support	\$ _____
Total Cost (Phase 1, 2 and 3):	\$ _____

**B. Optional Extension**

<u>Description</u> (Per extension year)	Months	Rate Monthly	Extended
Optional extension (month to month) Fees are based on a 12 month period	12	\$	_____

The OFFEROR shall specify in its proposal the desired compensation for each of the above costs. If the ERS does not exercise its right to any or all of the extensions of the contract above, OFFEROR's final compensation shall be for the contract termination date as specified in this RFP. Provided that this contract may be further extended, as permitted by law and provided that funds have been appropriated, upon the mutual agreement of the parties and to facilitate completion of the Contractor's work under this contract.

To be signed and dated by an authorized signatory of the company.

Signature _____	Date _____
Name _____	Title _____
Email _____	Phone _____

**EMPLOYEES' RETIREMENT SYSTEM OF THE STATE OF HAWAII  
OFFER FORM OF-2 - OFFEROR'S IDENTIFICATION  
V3LOCITY MIGRATION PROJECT MANAGER RFP 2025-02**

Procurement Officer  
Employees' Retirement System  
201 Merchant Street, Suite 1400  
Honolulu, Hawaii 96813

Dear Procurement Officer:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and the attached General Conditions and agrees to same. Offeror hereby submits the following offer to perform the work as specified in this specification, in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price quote submitted was independently arrived at without collusion.

Offeror is:

Corporation     Limited Liability Company     Limited Partnership  
 Other: \_\_\_\_\_  
State of Incorporation/Organization: \_\_\_\_\_

Exact Legal Name of Entity:    \*\* \_\_\_\_\_

Doing Business As (dba): \_\_\_\_\_

Federal Employer ID #: \_\_\_\_\_ Hawaii Tax No.: \_\_\_\_\_

Payment address  
(if different than business address): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Business address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Respectfully submitted:

Date: \_\_\_\_\_ (x) \_\_\_\_\_  
Authorized (Original) Signature

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ Name and Title (Please Type or Print)

Email Address: \_\_\_\_\_

\*\*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded Contract will be executed.

**EMPLOYEES' RETIREMENT SYSTEM OF THE STATE OF HAWAII  
OFFER FORM OF-3 – REFERENCES  
V3LOCITY MIGRATION PROJECT MANAGER RFP 2025-02**

Offeror to provide references for three (3) clients within the past five (5) years for migration project management services of large complex organizations of similar scope, scale and complexity as ERS, including a minimum of one (1) for V3locity migration, preferably in public pension plans, , as described in this solicitation.

Offeror Name \_\_\_\_\_

(1) Client Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

Email Address: \_\_\_\_\_

Description of Service Provided: \_\_\_\_\_

\_\_\_\_\_

Contract Period of Service Provided: \_\_\_\_\_

(2) Client Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

Email Address: \_\_\_\_\_

Description of Service Provided: \_\_\_\_\_

\_\_\_\_\_

Contract Period of Service Provided: \_\_\_\_\_

(3) Client Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

Email Address: \_\_\_\_\_

Description of Service Provided: \_\_\_\_\_

\_\_\_\_\_

Contract Period of Service Provided: \_\_\_\_\_



**EMPLOYEES' RETIREMENT SYSTEM OF THE STATE OF HAWAII  
OFFER FORM OF-3 – REFERENCES  
V3LOCITY MIGRATION PROJECT MANAGER RFP 2025-02**

SUB-CONTRACTOR : Offeror to provide references for three (3) clients within the past five (5) years for migration project management services of large complex organizations of similar scope, scale and complexity as ERS, including a minimum of one (1) for V3locity migration, preferably in public pension plans, as described in this solicitation.

\_\_\_\_\_ Mark here if no subcontractor used.

Offeror Name \_\_\_\_\_

Sub-contractor Name \_\_\_\_\_

(1) Client Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

Email Address: \_\_\_\_\_

Description of Service Provided: \_\_\_\_\_

\_\_\_\_\_

Contract Period of Service Provided: \_\_\_\_\_

(2) Client Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

Email Address: \_\_\_\_\_

Description of Service Provided: \_\_\_\_\_

\_\_\_\_\_

Contract Period of Service Provided: \_\_\_\_\_

(3) Client Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

Email Address: \_\_\_\_\_

Description of Service Provided: \_\_\_\_\_

\_\_\_\_\_

Contract Period of Service Provided: \_\_\_\_\_