



STATE OF HAWAII
STATE PROCUREMENT OFFICE

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May 21, 2024

TO:

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

FROM: Bonnie Kahakui, Administrator *Bonnie Kahakui*

SUBJECT: **NEW PRICE LIST**
SPO Price List Contract No. 24-15
NASPO VALUEPOINT INFORMATION TECHNOLOGY MANAGED SERVICE PROVIDERS
RFP No. 22PSX0086
Expires: October 31, 2026

The new price list contract for Information Technology and Managed Print Service Providers is effective May 24, 2024.

The current price list contract is available on the SPO website: <http://spo.hawaii.gov>. Click on *Price & Vendor List Contracts* on the home page.

If you have any questions, please contact Matthew Chow at (808) 586-0577 or matthew.m.chow@hawaii.gov.

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**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

SPO Price List Contract No. 24-15
Replaces SPO Price List Contract No. 21-06
Effective: 05/24/2024

THIS SPO PRICE/VENDOR LIST CONTRACT IS FOR AUTHORIZED BUSINESS ONLY

**NASPO VALUEPOINT
INFORMATION TECHNOLOGY MANAGED
SERVICE PROVIDERS**

(RFP No. 22PSX0086)
May 24, 2024 to October 31, 2026

INFORMATION ON NASPO VALUEPOINT

The NASPO ValuePoint Cooperative Purchasing Organization is a multi-state contracting consortium of state governments, including local governments, of which the State of Hawaii is a member. NASPO ValuePoint Purchasing Organization seeks to achieve price discounts by combining the requirements of multi-state governmental agencies, and cost-effective and efficient acquisition of quality products and services.

The State of Connecticut is the current lead agency and contract administrator for the NASPO ValuePoint Information Technology Managed Service Providers. A request for competitive sealed proposals was issued on behalf of NASPO ValuePoint Cooperative Purchasing Organization and contracts were awarded to four (4) qualified Contractors.

The contract provides Information Technology staffing resources, payroll staffing and services related to contingent workers in the IT industry and positions supporting a Statement of Work (SOW) and/or scope of work-based development and/or creation of services.

For additional information on this contract, visit the NASPO ValuePoint website at <https://www.naspovaluepoint.org/portfolio/it-managed-service-providers-2023-2029/>.



PARTICIPATING JURISDICTIONS listed below have signed a cooperative agreement with the SPO and are authorized to utilize this price list contract.

| | |
|--|--|
| Executive Departments/Agencies | City and County of Honolulu (C&C Honolulu) |
| Department of Education (DOE) | Honolulu City Council |
| School Facilities Authority (SFA) | Honolulu Board of Water Supply |
| Hawaii Health Systems Corporation (HHSC) | Honolulu Authority for Rapid Transportation (HART) |
| Office of Hawaiian Affairs (OHA) | County of Hawaii |
| University of Hawaii (UH) | Hawaii County Council |
| Public Charter School Commission and Schools | County of Hawaii – Department of Water Supply |
| House of Representatives (House) | County of Maui |
| Senate | Maui County Council |
| Judiciary | County of Maui – Department of Water Supply |
| | County of Kauai |
| | Kauai County Council |
| | County of Kauai – Department of Water |

The participating jurisdictions are not required but may purchase from this price list contract, and requests for exception from the contract are not required. Participating jurisdictions are allowed to purchase from other contractors; however, HRS chapter 103D, and the procurement rules apply to purchases by using the applicable method of procurement and its procedures, such as small purchases or competitive sealed bidding. The decision to use this contract or to solicit pricing from other sources is at the discretion of the participating jurisdiction.

POINT OF CONTACT. Questions regarding the products listed, ordering, pricing and status should be directed to the contractor(s).

Procurement questions or concerns may be directed as follows:

| Jurisdiction | Name | Telephone | FAX | E-mail |
|--|----------------------------|-----------|----------|--|
| Executive | Matthew Chow | 586-0577 | 586-0570 | matthew.m.chow@hawaii.gov |
| DOE | Procurement Staff | 675-0130 | 675-0133 | G-OFS-DOE-Procurement@k12.hi.us |
| SFA | Gaudencia "Cindy" Watarida | 430-5531 | n/a | cindy.watarida@k12.hi.us |
| HHSC | Nancy Delima | 359-0994 | n/a | ndelima@hhsc.org |
| OHA | Christopher Stanley | 594-1833 | 594-1865 | chriss@oha.org |
| UH | Karlee Hisashima | 956-8687 | 956-2093 | karlee@hawaii.edu |
| Public Charter School Commission and Schools | Danny Vasconcellos | 586-3775 | 586-3776 | danny.vasconcellos@spsc.hawaii.gov |
| House | Brian Takeshita | 586-6423 | 586-6401 | takeshita@capitol.hawaii.gov |
| Senate | Carol Taniguchi | 586-6720 | 586-6719 | c.taniguchi@capitol.hawaii.gov |

| Jurisdiction | Name | Telephone | FAX | E-mail |
|---|------------------------|-------------------|----------|--|
| Judiciary | Tritia Cruz | 538-5805 | 538-5802 | tritia.l.cruz@courts.hawaii.gov |
| Honolulu City and County (C&C) | Procurement Specialist | 768-5535 | 768-3299 | bfs purchasing@honolulu.gov |
| Honolulu City Council | Kendall Amazaki, Jr. | 768-5084 | n/a | kamazaki@honolulu.gov |
| Honolulu City Council | Nanette Saito | 768-5085 | 768-5011 | nsaito@honolulu.gov |
| Honolulu Board of Water Supply | Procurement Office | 748-5071 | n/a | fn_procurement@hbws.org |
| HART | Dean Matro | 768-6246 | n/a | dean.matro@honolulu.gov |
| County of Hawaii | Diane Nakagawa | 961-8440 | n/a | Diane.Nakagawa@hawaiicounty.gov |
| Hawaii County Council | Diane Nakagawa | 961-8440 | n/a | Diane.Nakagawa@hawaiicounty.gov |
| County of Hawaii - Department of Water Supply | Ka'iulani L. Matsumoto | 961-8050 ext. 224 | 961-8657 | kmatsumoto@hawaiidws.org |
| County of Maui | Jared Masuda | 463-3816 | n/a | jared.masuda@co.maui.hi.us |
| Maui County Council | Marlene Rebugio | 270-7838 | n/a | marlene.rebugio@mauicounty.us |
| County of Maui - Department of Water Supply | Kenneth L. Bissen | 270-7684 | 270-7136 | ken.bissen@co.maui.hi.us |
| County of Kauai | Ernest Barreira | 241-4295 | 241-6297 | ebarreira@kauai.gov |
| Kauai County Council | Codie Tabalba | 241-4193 | 241-6349 | ctabalba@kauai.gov |
| County of Kauai - Department of Water | Christine Erorita | 245-5409 | 245-5813 | cerorita@kauaiwater.org |

USE OF PRICE & VENDOR LIST CONTRACTS BY NONPROFIT ORGANIZATIONS. Pursuant to HRS §103D-804, nonprofit organizations with current purchase of service contracts (HRS chapter 103F) have been invited to participate in the SPO price & vendor lists contracts.

A listing of these nonprofit organizations is available at the SPO website: <http://spo.hawaii.gov>. Click on *For Vendors > Non-Profits > Cooperative Purchasing Program > View the list of qualifying nonprofits eligible to participate in cooperative purchasing.*

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

CONTRACTORS. The authorized contractors are listed in this price list contract. They have signed a Master Agreement with the State of Connecticut and a Participating Addendum with the Hawaii State Procurement Office.

| | |
|--------------------------------------|---------------------------------|
| <u>Contractor:</u> | <u>Master Agreement Number:</u> |
| Computer Aid Inc | 22PSX0086AA |
| Guidesoft Inc dba Knowledge Services | 22PSX0086AB |

VENDOR CODES for annotation on purchase orders are obtainable from the *Alphabetical Vendor Edit Table* available at your department's fiscal office. Agencies are cautioned that the remittance address on an invoice may be different from the address of the vendor code annotated on the purchase order.

COMPLIANCE PURSUANT TO HRS §103D-310(c). Prior to awarding this contract, the SPO verified compliance of the Contractor(s) named in the SPO Price List Contract No. 24-15. *No further compliance verification is required prior to issuing a contract, purchase order, or pCard payment when utilizing this contract.*

PURCHASING CARD (pCard). The State of Hawaii Purchasing Card (pCard) is required to be used by the Executive department/agencies, excluding the DOE, SFA, HHSC, OHA, and UH, for orders totaling less than \$2,500. For purchases of \$2,500 or more, agencies may use the pCard, subject to its credit limit, or issue a purchase order.

Note: Vendors may impose a transaction fee, not to exceed 4%, for pCard transactions.

PURCHASE ORDERS may be issued for purchases of \$2,500 or more and for vendors who either do not accept the pCard, or set minimum order requirements before accepting the pCard.

SPO PRICE LIST CONTRACT NO. 24-15 & applicable NASPO VALUEPOINT MASTER AGREEMENT NUMBER shall be typed on purchase orders issued against this price list contract. For pCard purchases, the SPO Price List Contract No. 24-15 and the applicable NASPO ValuePoint Master Agreement Number shall be notated on the appropriate transaction document.

PAYMENTS are to be made to the Contractor(s) remittance address. HRS §103-10 provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. Payments may also be made via pCard.

LEASE AGREEMENTS are not allowed under this contract.

STATE GENERAL EXCISE TAX (GET) AND COUNTY SURCHARGE shall not exceed the following rates if seller elects to pass on the charges to its customers.

| COUNTY | COUNTY SURCHARGE TAX RATE | STATE GET | MAX PASS-ON TAX RATE | EXPIRATION DATE OF SURCHARGE TAX RATE |
|--|---------------------------|-----------|----------------------|---------------------------------------|
| C&C OF HONOLULU | 0.50% | 4.0% | 4.7120% | 12/31/2030 |
| HAWAII | 0.50% | 4.0% | 4.7120% | 12/31/2030 |
| COUNTY OF MAUI (including Molokai and Lanai) | 0.50% | 4.0% | 4.7120% | 12/31/2030 |
| KAUAI | 0.50% | 4.0% | 4.7120% | 12/31/2030 |

The GET or use tax and county surcharge may be added to the invoice as a separate line item and shall not exceed the current max pass-on tax rate(s) for each island.

County surcharges on state general excise (GE) tax or Use tax may be visibly passed on but is not required. For more information on county surcharges and the max pass-on tax rate, please visit the Department of Taxation’s website at <http://tax.hawaii.gov/geninfo/countysurcharge>.

COMPLIANCE PURSUANT TO HRS §103-53. All state and county contracting officers or agents shall withhold final payment of a contract until the receipt of tax clearances from the director of taxation and the Internal Revenue Service. This section does not apply to contracts of less than \$25,000.

VENDOR AND PRODUCT EVALUATION form, SPO-012, for the purpose of addressing concerns on this price list contract, is available to agencies at the SPO website: <http://spo.hawaii.gov>. Click on *Forms* on the home page.

PRICE OR VENDOR LIST CONTRACT AVAILABLE ON THE INTERNET at the SPO website: <http://spo.hawaii.gov>. Click on *Price & Vendor List Contracts* on the home page.

EMERGENCY PURCHASE. The FEMA special provisions have been added to the contract to allow departments/agencies to make purchases during a declared disaster and seek FEMA reimbursement during a declared emergency. For more information, please visit: <https://spo.hawaii.gov/for-state-county-personnel/disaster-preparedness-procurement/fema-reimbursement/>

The following Contractors have agreed to the FEMA special provisions:

- Computer Aid Inc.
- Guidesoft Inc dba Knowledge Services

CONTRACT INFORMATION

Definitions

- **Bill Rate** means the computed value representative of the Contractor's proposed MSP and VMS percentage markups, as applicable, applied to the not-to-exceed ("NTE") fully burdened hourly base rate to determine the hourly bill rate for each hour of temporary labor.
- **Contingent Worker** means the individual being proposed or placed in temporary work under a SOW or Order.
- **Managed Service Provider (MSP)** means a Contractor that Performs Services associated with the management, recruitment and onboarding of the supply pool of Staffing Resource Providers, including the provision of reports, assistance and guidance to the Purchasing Entity.
- **Managed Service Provider (MSP) Service Fee** means the proposed component of the bill rate representing the fixed percentage increase applied to the NTE fully burdened hourly base rate of a temporary staffing resource, as compensation to the MSP for management of the supply pool of temporary staffing vendors. The MSP Service Fee must include the NASPO administrative fee and all other expenses and profit associated with providing MSP services. The amount charged to a Purchasing Entity may consist only of (i) the NTE Fully Burdened Hourly Base Rate or SOW-based fixed fee, both of which are paid in whole to the Contingent Worker(s), (ii) the MSP Service Fee, and (iii) when applicable, the VMS Service Fee.
- **Maximum Key Performer Premium** means the percentage applied to the NTE fully burdened hourly base rate for a Contingent Worker exceeding the key Performance criteria requirements.
- **NTE Fully Burdened Hourly Base Rate** means the hourly rate paid to the Contingent Worker including but not limited to: all salary, overhead costs, general and administrative expenses and profit. The amount charged to a Purchasing Entity may consist only of (i) the NTE Fully Burdened Hourly Base Rate or SOW-based fixed fee, both of which are paid in whole to the Contingent Worker(s), (ii) the MSP Service Fee, and (iii) when applicable, the VMS Service Fee.
- **Order** means a purchase order, sales order, agreement, or other document used by a Purchasing Entity to commit funds in exchange for a Contractor's delivery of one or more Deliverables.
- **SOW-Based Fixed Fee** means the fixed fee for a SOW-based project paid in accordance with the Pricing Structure.
- **Staffing Resource Provider** means Contractor's subcontractor or partner, which at a minimum is responsible for placing and handling administration for, including the coordination of payment to, a Contingent Worker.
- **Statement of Work (SOW)** means the statement issued in connection with an Order for a Deliverable available under the Master Agreement which sets forth all work and payment requirements for Contractor's Performance in connection with said Order.

- **Vendor Management System (VMS)** means the Contractor’s web-based software tool used for the provision and management of Contingent Workers. The VMS is a secure internet-enabled system hosted by the Contractor that automates the requisition, approval, evaluation, engagement, management, reporting and payment of Contingent Workers and SOW Deliverables.
- **Vendor Management System (VMS) Service Fee** means the proposed component of the bill rate representing the fixed percentage increase applied to the NTE fully burdened hourly base rate of a temporary staffing resource, as compensation to the MSP for the provision and management of the VMS web-based software tool. The VMS Service Fee must include all expenses and profit associated with providing VMS services. The amount charged to a Purchasing Entity may consist only of (i) the NTE Fully Burdened Hourly Base Rate or SOW-based fixed fee, both of which are paid in whole to the Contingent Worker(s), (ii) the MSP Service Fee, and (iii) when applicable, the VMS Service Fee.

Vendor Management System

Contractor’s VMS must follow the National Institute of Standards and Technology (“NIST”) 900-series guidelines. The contractor shall maintain Security Operation Center (“SOC”) compliance in reportability, availability, confidentiality and privacy throughout the term of the Master Agreement. The VMS shall be a secure end-to-end technology solution that provides the processes, components attributes and functionality described below.

- A. Allows option for on-site account management and training of staff as required by Purchasing Entity.
- B. Allows and supports both staff augmentation (hourly-based) and SOW (Deliverable-based) engagements.
- C. Electronic SOW completion, approval and transmission to Contractor.
- D. SOW distribution to Staffing Resource Providers for Contingent Worker availability and cost savings.
- E. Contingent Worker resume submission, review, verification and selection capabilities.
- F. Contingent Worker ranking methodologies and capabilities.
- G. Scalability and flexibility to unique Participating and Purchasing Entity needs.
- H. Timekeeping, invoicing, validation of submitted time and oversight of such.
- I. Reporting capabilities for both standard and ad hoc reports.
- J. On-line search and query functions.
- K. Tracking, monitoring and managing of Contingent Worker staffing and Contractor’s Performance.
- L. Capture and manage spend under the Master Agreement and Participating Addenda.
- M. Other capabilities related to the Contractor’s available Services as the Purchasing Entity may request, within the scope of the Master Agreement.
- N. Contingent Worker staffing search and recruitment capabilities, including specialized and niche IT areas.
- O. Customization to meet Purchasing Entity needs.
- P. Maintain active links to contractual position titles and pricing.

Staff Augmentation (Hourly-Based) Process

- A. Contractor shall provide short-term, temporary Contingent Workers at hourly rates based on Exhibit B Price Schedule to augment Purchasing Entity staffing needs.
- B. The contractor shall manage an ongoing, open enrollment for staff augmentation Staffing Resource Providers.
- C. The Staffing Resource Providers, through the Contractor's VMS, shall propose Contingent Workers that meet Purchasing Entity requirements.
- D. The following is the anticipated staff augmentation (hourly-based) process. Purchasing Entity may outline a different staff augmentation (hourly-based) process or establish different requirements in an Order.
 1. Purchasing Entity may request Contingent Worker(s) through requisition in Contractor's VMS.
 2. The contractor shall provide at least three (3) screened, qualified Contingent Workers resumes to Purchasing Entity's hiring manager within three (3) Business Days of receipt of the request.
 3. Purchasing Entity may conduct skills assessments via phone interviews, face-to-face interviews, capabilities test, etc. with the Contingent Worker(s) they choose from the resumes provided by Contractor.
 4. If the Purchasing Entity determines a Contingent Worker does not meet the skill requirement of the position after a skills assessment, the Purchasing Entity may reject the Contingent Worker and request additional resumes for review and consideration.
 5. Purchasing Entity shall select the Contingent Worker from the resumes or may request more resumes to be provided by Contractor.
 - i. If after additional resumes are provided and none meet the requirements as stated in the request and clarified in the re-order process, the Purchasing Entity will return the resumes to the Contractor and notify Participating Entity's contract coordinator.
 6. Once the Contingent Worker is selected, the Purchasing Entity shall issue an Order to the Contractor.
 7. The contractor shall manage all necessary preparation and on-boarding processes, including background checks, prior to placement.
 8. The contractor shall complete time reporting, invoicing, Staffing Resource Provider payment, off-boarding, customer satisfaction surveys and Contingent Worker replacement.
 9. Purchasing Entity's hiring manager shall direct the Contingent Worker's duties, responsibilities and work.
 - i. If a Contingent Worker begins work for Purchasing Entity and the Purchasing Entity determines within the first five (5) Business Days that the Contingent Worker does not have the skills or capabilities necessary to complete the job as requested in the original requisition, Purchasing Entity may request that the Contingent Worker be replaced immediately and

Purchasing Entity shall not pay for the work conducted by that Contingent Worker. The replacement Contingent Worker shall be provided to the Purchasing Entity at no charge for the first (5) five days of work.

SOW (Deliverable-Based) Process

- A. Contractor shall provide Contingent Workers in accordance with a Purchasing Entity's SOW.
- B. The SOW (Deliverable-based) process will provide access to milestone and fixed-price Deliverable-based work.
- C. Contractor may assist Purchasing Entity with the preparation of a SOW defining the requirements, Deliverables and milestones of the effort.
- D. Contractors shall compete the SOW within its supply pool of temporary staffing resources.
- E. Each SOW (Deliverable-based) project may be limited to a monetary cap.
- F. Revisions outside the scope of the SOW or changing the scope of the SOW are not permitted. Changes within scope of the SOW may be made in accordance with Change Order within Scope of the Master Agreement. The Purchasing Entity may, at any time, with thirty (30) calendar days' advance written notice to Contractor, request changes to the Deliverables that come within the scope of the Master Agreement or the SOW, as applicable.
- G. The following is the anticipated SOW (Deliverable-based) process. Purchasing Entity may outline a different SOW (Deliverable-based) process or establish different requirements in an Order.
 - 1. Purchasing Entity will submit in writing a SOW to Contractor via the VMS or otherwise electronically.
 - 2. The Purchasing Entity will receive proposed Contingent Workers for work under the SOW from the Contractor.
 - 3. The Purchasing Entity may interview the proposed Contingent Workers. The Purchasing Entity may negotiate the best Contingent Worker(s) for the SOW.
 - 4. Contractor shall execute an Order with the Purchasing Entity, and simultaneously, Contractor shall finalize the agreement with the selected temporary staffing resource.
 - 5. Payments shall be based on acceptance of Deliverables and project milestones.
 - 6. Contractor shall track timing and Deliverables, ensuring change orders are created to reflect any change in project scope and timeline.
- H. The SOW will describe the Purchasing Entity's requirements, Deliverables, and as applicable, expected outcome(s) and timeframe(s) for Performance and reports, project milestone schedule, summaries, recommendations and diagrams required by the Purchasing Entity. The SOW will include but not be limited to, the following:
 - 1. Required Contingent Worker qualifications, experience, education and technology knowledge.
 - 2. Purchasing Entity-identified Deliverables, Services and requirements to be Performed.
 - 3. Associated timeline for the Deliverables to be Performed.

4. Purchasing Entity requirements for fingerprint-supported criminal history background checks, and other background checks, as applicable.
5. The hours of work, the site or location of workplace, the schedule and the project administrator.
6. If the Contingent Worker will have access to Confidential Records.
7. Purchasing Entity requirements for documentation and reporting requirements (e.g., reports, manuals, analysis or other documentation as identified by the Purchasing Entity).
8. Applicable technical standards required by the Purchasing Entity.
9. Purchasing Entity policies and procedures.
10. Applicable timeframes or implementation schedule for the Deliverables and Services.
11. Evaluation, testing and acceptance requirements.
12. Cost of the Deliverables and Services in accordance with the Price Schedule and a payment schedule for same.
13. Position Title and name of Contingent Workers Performing under the SOW.
14. Support and maintenance obligations, if required by the Purchasing Entity.

I. Deliverable-based work may include the following project phases:

1. Project initiation and planning
2. Project development
3. Project implementation
4. Marketing and/or Advertising
5. Outreach
6. Training and knowledge transfer
7. Documentation
8. Project closeout to include post implementation support

Background Check Requirements

- A. Contractor shall obtain a background check for all its Contingent Workers consisting, minimally, of employment history, post-employment check, professional references, criminal history and court records check and education verification (i.e., degree, license and/or official transcript).
- B. Each Contingent Worker must pass the background check prior to placement under the Master Agreement. Additional background checks, if requested by the Purchasing Entity, may be included in a SOW.
- C. The contractor shall pay all fees associated with obtaining and completing a background check.
- D. Contractor shall maintain a record of current background checks as well as United States ("U.S.") Citizenship and Immigration Service Form I-9, Employment Eligibility Verification issued by the U.S. Department of Homeland Security and U.S. Citizenship and Immigration Service supporting each Contingent Workers authorization for employment in the U.S. The Purchasing Entity shall have the right to audit these documents.

- E. Prior to submitting a resume to Purchasing Entity in response to a SOW, Contractor shall verify, minimally, the following background checks for each Contingent Worker. A Contingent Worker shall be deemed not qualified as a candidate for placement if any one or more background checks return contradictory, adverse or undesirable responses.
1. Employment verification: Verification includes dates of employment, reasons for leaving and an explanation for any periods of unemployment. Contractor shall ensure that the candidate actually worked:
 - i. All positions listed on the application or resume that qualify the individual for the position sought; and
 - ii. All employment during a period of at least two (2) years immediately preceding application.
 2. Employment eligibility check: Verification authorization that the candidate can work within the U.S.
 3. Reference check: Contractor shall contact and verify the references provided by the candidate.
 4. Past employment check: Contractor shall conduct and complete interviews with the candidate's past supervisors.
- F. The Purchasing Entity may require the Contractor to complete additional background checks, including but not limited to, the following background checks below. All additional testing shall be at the Contractor's expense. Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the Purchasing Entity and its agents in connection with such background checks or testing.
1. Educational verification: Telephone contact or written verification ensuring that the candidate possesses all educational credentials on application and/or resume.
 2. License verification: Confirmation that the candidate possesses all licenses listed on application and/or resume or otherwise necessary for position. Determination of the disposition of any proceedings against a license.
 3. Tax payment check: Verification that a candidate is current in payment of state and/or federal taxes.
 4. Criminal history check: Criminal records check in jurisdictions where the candidate has lived and/or worked to determine any criminal history.
 5. Sex Offender Registry: Criminal Justice Institute's Sex and Violent Offender Directory database check to determine if candidate has ever been convicted of certain sex and/or violent crimes.
 6. Court records check: Civil and criminal court records check in jurisdictions where the candidate has lived and/or worked to determine any criminal history or civil judgments.
 7. Federal Criminal History Records Information ("CHRI") check: Nationwide criminal history database check.
 8. Additional verification or testing as may be required related to pandemic situations such as Coronavirus disease ("COVID").

Discounts and Maximum Key Performer Premium

- A. Prompt Payment Discount: Contractor shall provide a Prompt Payment Discount to Purchasing Entity as a rebate check within ten (10) Business Days after receipt of prompt payment. The prompt payment discount percentage shall be determined by the payment period in Exhibit B Price Schedule.
- B. Maximum Key Performer Premium: Contractor shall provide a Maximum Key Performer Premium that may be applied by written mutual agreement between the Contractor and Purchasing Entity to the NTE fully burdened hourly base rate for a Contingent Worker meeting or exceeding the key Performance criteria requirements.

Delivery

- A. Delivery shall be per the Master Agreement and its Exhibits, the Purchasing Entity's Order and/or SOW.
- B. Master Agreement number and Order number must be clearly shown on all acknowledgments, shipping labels, packing slips and invoices. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor shall follow the Purchasing Entity's rules, policies, and procedures regarding the ordering of Services and Deliverables under the Master Agreement. All communications concerning administration of orders placed will be furnished solely to the individual(s) identified in writing by the Purchasing Entity.

Pricing Structure

- A. This is a Vendor Funded model; therefore costs reflect the following: The awarded Contractor will be compensated based on (i) the NTE Fully Burdened Hourly Base Rate or SOW-based fixed fee, (ii) the MSP Service Fee, and (iii) when applicable, the VMS Service Fee. The awarded Contractor will retain the MSP Service Fee percentage and, when applicable, the VMS Service Fee percentage, while the remainder is paid by the awarded Contractor to its Contingent Worker(s).
 - 1. In this example, the NTE Fully Burdened Hourly Base Rate is \$100, the awarded Contractor's MSP Service Fee percentage is 20%, and the VMS Service Fee percentage is 4%. The NASPO administrative fee is 0.25%.
 - a. If the Purchasing Entity is **not** using the awarded Contractor's VMS, the Purchasing Entity pays the awarded Contractor \$120 (to include \$20 for the MSP fee), and the awarded Contractor pays the Contingent Worker \$100, pays NASPO a \$0.30 administrative fee, and retains the remainder to cover expenses and profit.
 - b. If the Purchasing Entity **is** using the awarded Contractor's VMS, the Purchasing Entity pays the awarded Contractor \$124 (to include \$20 for the MSP fee and \$4 for the VMS fee), and the awarded Contractor pays the Contingent Worker \$100, pays NASPO a \$0.31 administrative fee, and retains the remainder to cover expenses and profit.
 - 2. In this example, the SOW-based fixed fee is \$10,000, the awarded Contractor's MSP Service Fee percentage is 20%, and the VMS Service Fee percentage is 4%. The NASPO administrative fee is 0.25%.

- a. If the Purchasing Entity is **not** using the awarded Contractor's VMS, the Purchasing Entity pays the awarded Contractor \$12,000 (to include \$2,000 for the MSP fee), and the awarded Contractor pays the Contingent Worker(s) \$10,000, pays NASPO a \$30 administrative fee, and retains the remainder to cover expenses and profit.
 - b. If the Purchasing Entity **is** using the awarded Contractor's VMS, the Purchasing Entity pays the awarded Contractor \$12,400 (to include \$2,000 for the MSP fee and \$400 for the VMS fee), and the awarded Contractor pays the Contingent Worker(s) \$10,000, pays NASPO a \$31 administrative fee, and retains the remainder to cover expenses and profit.
- B. The MSP Service Fee and VMS Service Fee are components of the bill rate representing the fixed percentage increases applied to the NTE Fully Burdened Hourly Base Rate of temporary staffing resource positions. The percentage increases shall be fixed, unless negotiated lower by the Participating Entity, and shall remain constant for the term of the Master Agreement, including any extension(s).
- C. Contractor shall invoice Purchasing Entity directly for work Performed only. Contractor shall not delay payment to Staffing Resource Providers based on Purchasing Entity's payment of invoice.
- D. **Staff Augmentation (Hourly-Based) Process Pricing.** The payment schedule for staff augmentation (hourly-based) work shall be based on the contractual NTE fully burdened hourly base rate, Service fees and the number of hours of work Performed. Invoices may be submitted by the Contractor on a mutually agreed upon schedule (e.g. bi-weekly or monthly). No invoice will be approved without hourly rates, the number of hours worked for that period, and the name of the Contingent Worker. Additional invoice information may be required per the Purchasing Entity.
- E. **SOW (Deliverable-Based) Process Pricing.** The payment schedule for SOW (Deliverable-based) projects shall be tied to specific dates, Deliverables, the NTE fully burdened hourly base rate and Service fee(s). For all SOW-based work, the amount charged to Purchasing Entities will be paid upon completion of deliverables and shall not exceed the quoted flat, fixed fee, regardless of the number of hours quoted or actually expended. Invoices may be submitted by the Contractor on specific dates based on the completion and acceptance of related Deliverables. No invoice will be approved unless the associated Deliverables have been approved, and the invoice details hourly rates for each Contingent Worker. Purchasing Entities will select one of the following SOW methodology options and will include that methodology in the SOW for a particular project.
 - 1. **Option 1 - Firm Fixed Price.** A firm fixed price method sets a flat fee for all Services to be performed and, notwithstanding section 4(c) (Price Schedule, Payment Terms and Billing and Price Adjustments) of the Master Agreement, is not subject to any price adjustment(s). Each Deliverable must be identified by line item and the cost specified in the SOW.
 - 2. **Option 2 - Firm Fixed Price with Incentive.** A firm fixed price with incentive is the same pricing method as the firm fixed price in Option 1, plus an incentive that if met, results in payment of additional monies to the Contractor. Under this pricing methodology, the firm fixed price will be set forth as described in Option 1 and the SOW will state that a specified, detailed incentive is available. The SOW will set forth how the incentive criteria is quantified. The incentive payment may be set out as a fixed amount, or amounts or a percentage of the firm fixed price. If the incentive payment is based on a percentage of the value of the SOW, the value of

the SOW used must exclude Contractor's out-of-pocket costs and other costs being passed through to Purchasing Entity. If the amount for out-of-pocket costs is unknown at the time that the SOW is then the SOW must describe how out-of-pocket costs are calculated.

Financial Requirements

- A. Contractor shall submit billing to the Purchasing Entity at such frequency as mutually agreed upon.
- B. Minimally, billing must include the following:
 - 1. Contractor Federal Tax Identification Number
 - 2. Order number
 - 3. Contingent Workers name and position
 - 4. Total hours worked
 - 5. NTE fully burdened hourly base rate for applicable position
 - 6. MSP Fee
 - 7. VMS Fee, when applicable
 - 8. Hourly bill rate
- C. Contractor shall bill the Purchasing Entity in increments not exceeding one fourth (1/4) of an hour for the work of the Contingent Worker.
- D. Contractor shall require the Contingent Worker to work the hours and schedule approved by the Purchasing Entity. All time worked will be subject to verification by the Purchasing Entity. The Contractor shall keep true and accurate records of the time worked.
- E. Unless otherwise previously approved in writing by the Purchasing Entity, Contractor shall pay the costs and expenses of a Contingent Worker attending or otherwise participating in training events.
 - 1. Contingent Workers shall not attend training courses at the expense of the Purchasing Entity, unless such courses are in the best interests of the Purchasing Entity and training is included within the approved SOW. In the event training is included in a SOW, credit for all or a portion of training may be collected by the Purchasing Entity if the Contingent Worker leaves or is assigned elsewhere within six (6) months of the training date. Credit must be pro-rated based on post-training time in Position Title.
- F. Unless otherwise previously approved in writing by the Purchasing Entity, Contractor shall be responsible for all costs and expenses associated with the transportation of Contractor's personnel and Contingent Workers and their possessions, or travel time to and from Purchasing Entity site. Contractor may be reimbursed of travel expenses incurred only if the expenses were authorized in writing by Purchasing Entity before travel occurs. Payments may not exceed the state's most current state managerial expense rate.
- G. Contractor shall not invoice Participating Entity for any upward reclassification or increased wages of a Contingent Worker during the term of the SOW unless the Maximum Key Performer Premium has been applied by written mutual agreement between the Contractor and Purchasing Entity. Revisions to the SOW regarding position title, level of experience or responsibilities of the Contingent Worker must be within the scope of the initial SOW and must be made in writing by the Purchasing Entity to the Contractor.

- H. Contractor shall require the Contingent Worker to work the hours and schedule as mutually agreed upon in the SOW. Purchasing Entity and Contractor shall make reasonable efforts to accommodate schedule changes with a minimum of ten (10) Business Days prior notice.
- I. Overtime shall be any time worked over forty (40) hours in one (1) standard week, Monday through Friday. Overtime must be approved in writing by the Purchasing Entity prior to overtime occurring. If overtime is authorized by the Purchasing Entity, overtime will be paid as mutually agreed upon but must not exceed one and one half (1-1/2) times the appropriate hourly rate.

Security and/or Property Entrance Policies and Procedures

To the extent applicable, the Purchasing Entity will provide Contractor and Contingent Workers copies of the applicable security and property entrance policies and procedures prior to the commencement of Performance. Contractor shall ensure all policies and procedures are understood and followed by Contingent Workers.

Replacement of a Contingent Worker

- A. If a Contingent Worker currently Performing work for a Purchasing Entity separates from Contractor's employment, Contractor shall notify the Purchasing Entity in writing within one (1) Business Day after Contractor becomes aware of said Contingent Workers departure or in the event of an unanticipated departure of a Contingent Worker.
- B. At the discretion and request of the Purchasing Entity, Contractor shall replace any Contingent Worker, with an equally or more experienced Contingent Worker. Contractor shall submit to the Purchasing Entity, no later than two (2) Business Days after the removal of a Contingent Worker, the estimated cost, based on the hourly bill rate in accordance with Exhibit B Price Schedule and estimated duration of the proposed replacement Contingent Worker and such other information as the Purchasing Entity may request for review prior to having the Contingent Worker begin to Perform. Contractor shall arrange for orderly and timely transfer of knowledge related to the Contingent Workers assignment(s), when applicable.
- C. Upon receipt of written notice of replacement or removal of the Contingent Worker, the Contractor shall immediately work with the supervising manager to re-direct the Contingent Workers duties relative to the Purchasing Entity in accordance with the requirements of the notice. Contractor shall, if requested, deliver to the Purchasing Entity all records as may have been accumulated by the Contingent Worker in Performing under the Master Agreement, whether completed or in progress.
- D. If Contractor's provided Contingent Worker fails to Perform or is found to lack the basic skills for which she/he was selected, or the Contractor dismisses any Contingent Worker prior to the end date specified in the Order and/or SOW, the Purchasing Entity shall receive a credit based upon the following:
 - 1. Full credit will be provided by the Contractor to the Purchasing Entity for a Contingent Worker that Performed work for a minimum of fifteen (15) Business Days.
 - 2. A ten (10) percent credit will be applied to the Order and provided by the Contractor to the Purchasing Entity for a Contingent Worker that Performed work for a minimum of sixteen (16) Business Days.

Performance Metrics Tracking Report (PMTR)

- A. Contractor shall generate and submit to the Purchasing Entity in the format outlined in the performance metrics tracking report ("PMTR") showing transactions with all Purchasing Entities as follows:
 - 1. Monthly PMTR for staff augmentation (hourly-based) Services; and
 - 2. A PMTR at the conclusion of a project for SOW (deliverable-based) Services.
- B. Contractor shall simultaneously input each month's PMTR into its VMS. Purchasing Entities shall be granted access to the VMS to review historical PMTRs.
- C. Contractor shall generate and email the first PMTR to Purchasing Entity within forty-five (45) Business Days of the first Purchase Order or SOW.
- D. Purchasing Entity shall review the submitted PMTRs throughout the Term and may contact Contractor with any concerns. Reviews must be based on, at minimum, the following:
 - 1. Contractor's ability to meet or exceed the metrics.
 - 2. Feedback received from Purchasing Entities regarding Contractor's Performance.

PMTR Service Level Credit Assessment

- A. If any PMTR does not meet the minimum metrics, Purchasing Entity shall notify Contractor in writing electronically that a PMTR did not meet the minimum metric thresholds.
- B. If after two (2) consecutive months and the receipt of two (2) written notices the metric thresholds set forth in the PMTR are not met, Contractor shall credit the Purchasing Entity affected in the amount equal to ten (10%) percent of the Purchasing Entity's next invoice amount.
 - 1. If Purchasing Entity terminates the SOW, or the SOW expires prior to the next payment, then Contractor shall pay Purchasing Entity the amount of the service level credit owed within thirty (30) days of Purchasing Entity's written notice to Contractor. The ten (10%) percent service level credit shall be calculated based on Purchasing Entity's most recent invoice associated with the submittal of the written notice.

AGENCY INSTRUCTIONS

1. Retaining the contingent worker as a permanent employee is **NOT** allowed. Executive Branch departments shall follow the DHRD procedures for exemptions from civil service under Section 76-16(b)(2) and Section 76-16(b)(15), Hawaii Revised Statutes.

2. Agency shall:
 - a. Provide all necessary supplies, equipment, workspace and parking for the Contingent Worker.
 - b. Pay the Contractor for hours worked when a Contractor provides a Contingent Worker on a specified date and time and the Contractor's Contingent Worker is on time to Perform the specified Services.
 - c. Have the right to accept or reject any Contingent Worker provided by the Contractor at any time with or without cause.
 - d. May require Contractor, and Contractor shall, track Contingent Worker time via an electronic time and attendance system.
 - e. May request, and the Contractor shall provide, any Services that are within scope of the Master Agreement.

3. The Agency shall complete the Statement of Work (SOW) and include any additional requirements within scope. A Sample SOW may be found on the Contractor Information page that provides the NASPO URL.

Note: Clearly define the scope and objectives. Scope should not be an afterthought and is recommended to link to SMART objectives (Specific, Measurable, Actionable, Relevant and Time-bound). The agency should not always rely on change order as it may be costly and/or delay the project. For example, what type of Pricing Structure will be indicated in the SOW? NTW Fully Burdened Hourly Base Rate or SOW-Based Fixed Fee? Are you allowing remote work?

4. Agency shall indicate if a Maximum Key Performer Worksheet will be required and the key performance criteria.
 - a. Contractor shall provide a Maximum Key Performer Premium to Purchasing Agency that may be applied by written mutual agreement between the Contractor and Purchasing Entity to the NTE Fully Burdened Hourly Base Rate for a Contingent Worker meeting or exceeding key Performance criteria requirements. Key Performance criteria must be mutually agreed upon, in writing, by Contractor and Purchasing Entity. Written mutual agreement must be included with the applicable SOW and/or Purchase Order. Exhibit F, Maximum Key Performer Worksheet is provided as a sample that may be used to demonstrate mutual agreement between the Contractor and Purchasing Entity.

5. CONSIDERATION OF QUOTES. Agencies shall consider all responsive and responsible quotes received. An award shall be made to the Contractor(s) offering the lowest price. If the lowest price does not meet the agencies specification requirement, the award may be made to the vendor(s) whose offer represents the best value to the agency. Best value means the most advantageous offer determined by evaluating and comparing all relevant criteria in addition to price so that the offer meeting the overall combination that best services the agency is selected. These criteria may include, in addition to others, the total cost of ownership, performance, history of the vendor, quality of goods, services, delivery and proposed technical performance.

CONTRACTOR INFORMATION



COMPUTER AID INC
Master Agreement No. 22PSX0086AA

NASPO URL: <https://www.naspovaluepoint.org/portfolio/it-managed-service-providers-2023-2029/computer-aid-inc/>

Sales Contact
Linda Leiby
Director MSP
Phone: (570) 337-8698
Email: Linda_Leiby@cai.io

Remittance Address:
Computer Aid, Inc.
PO Box 785526
Philadelphia, PA 19178-5526
Vendor Code: 368098-00

VMS On-Going Support:

Pricing, Sample SOW and Exhibits can be found in the contractor's NASPO URL.

Unlimited Telephone Technical Support
+1-844-898-1141

Two Hour Telephone Response Time
(717) 991 - 4317

Remote Dial-in Analysis
+1-844-898-1141

Instructions for VMS: For access to VectorVMS or any other program questions, please send an email to HI.Help@cai.io



GUIDESOFT INC DBA KNOWLEDGE SERVICES

Master Agreement No. 22PSX0086AB

NASPO URL: <https://www.naspoaluepoint.org/portfolio/it-managed-service-providers-2023-2029/guidesoft-dba-knowledge-services/>

Sales Contact
Bill Evans
Senior Vice President
Phone: (317) 806-6137
Fax: (317) 578-7600
Email: naspocontracts@knowledgeservices.com

Remittance Address:
GuideSoft, Inc. dba Knowledge Services
9800 Crosspoint Boulevard
Indianapolis, IN 46256
Vendor Code: 368115-00

VMS On-Going Support:

Pricing, Sample SOW and Exhibits can be found in the contractor's NASPO URL.

Unlimited Telephone Technical Support
317.806.6161

Two Hour Telephone Response Time
317.806.6161

Remote Dial-in Analysis
317.806.6161

As the **MSP**, Knowledge Services takes on primary responsibilities for managing an organization's contingent workforce program, project milestone/deliverable work, and respective vendors. dotStaff™ is Knowledge Services' **VMS**, a proprietary, cloud-based platform utilized for all aspects of the facilitation and management of contingent workforce and statement of work services.

Contact Information:

Knowledge Services Program Team:

- HIMSP@KnowledgeServices.com

State of Hawaii Program Page:

- <https://programs.knowledgeservices.com/himsp/hawaii-managers/>

Please reach out to your dedicated State of Hawaii Program Team with any questions.