



**STATE OF HAWAII**  
**HAWAII EMPLOYER-UNION HEALTH BENEFITS TRUST FUND**

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**ACTING ADMINISTRATOR**  
SANDRA L. YAHIRO

August 22, 2013

ADDENDUM 2

TO

REQUEST FOR PROPOSALS  
NO. 13-001

ACTUARIAL SERVICES FOR OTHER POST EMPLOYMENT BENEFITS

The following are answers to questions received in writing. This addendum amends answers to questions 6, 7, 8, 9, 10 and 11.

	Question	Answer
1	Have there been any significant changes in plan provisions since the last actuarial valuation? If yes, please provide a brief explanation.	Yes. Please see Act 282, SLH 2013 which is attached.
2	Is the geographical location of the actuarial firm important in the selection?	No.
3	During the last two valuation cycles, what were the fees paid for each OPEB actuarial report?	July 1, 2011 report: \$190,000 July 1, 2009 report: \$190,000 July 1, 2007 report: \$305,000
4	During the last two valuation cycles, what other projects or studies were completed and what were the fees?	No other projects or studies were completed.
5	We would be interested in a summary of historical fees paid.	Please see question #3.
6	Reference: General Conditions (Exhibit A)  Is the State willing to negotiate a revision to the scope of Contractor's indemnity obligation in Section 7 such that Contractor would only be responsible for indemnifying the State in instances where the Contractors bad acts/omissions are the cause of such damages?	Yes, the State is willing to consider possible revisions.

7	<p>Reference: General Conditions (Exhibit A)</p> <p>Is the State willing to incorporate into the agreement a reasonable, proportional limitation of liability in favor of the Contractor, provided that Contractor's liability for its revised indemnity obligations (as described in Question above) would remain unlimited?</p>	<p>The State is willing to consider other possible contractual language.</p>
8	<p>Reference: General Conditions (Exhibit A)</p> <p>Is the State willing to delete the liquidated damages clause in Section 9, or negotiate a revision to that clause's scope?</p>	<p>The State is not willing to revise the general conditions as to this item.</p>
9	<p>Reference: General Conditions (Exhibit A)</p> <p>Is the State willing to adopt dispute resolution procedures other than those embodied in Section 11 and Section 34?</p>	<p>The State is willing to consider other dispute resolution procedures.</p>
10	<p>Reference: General Conditions (Exhibit A)</p> <p>Is the State willing to negotiate the manner in which intellectual property rights embodied in the work product are allocated between the State and Contractor in Section 26?</p>	<p>Yes, the State is willing to consider other ownership rights and copyright agreements.</p>
11	<p>Reference: Business Associate Agreement (Exhibit B)</p> <p>Is the State willing to negotiate revisions to the proposed Business Associate Agreement?</p>	<p>Yes, the State is willing to consider revisions to the business associate agreement.</p>