



HAWAII DEPARTMENT OF AGRICULTURE

RELEASE DATE: MAY 1, 2023

REQUEST FOR PROPOSALS NO. RFP-052023-QAD

FOR

ECONOMIC STUDY ON CHANGES IN COFFEE LABELING LAW

FOR THE

DEPARTMENT OF AGRICULTURE, STATE OF HAWAII

WILL BE RECEIVED UP TO 2:00 P.M. HST ON JUNE 1, 2023
ONLY THROUGH THE STATE OF HAWAII ELECTRONIC PROCUREMENT SYSTEM (HIePRO) at
<https://hiepro.ehawaii.gov/welcome.html>

SHARON HURD
Procurement Officer

**NOTICE TO OFFERORS THROUGH THE
STATE OF HAWAII ELECTRONIC PROCUREMENT SYSTEM (HlePRO)**

**REQUEST FOR PROPOSALS NO. RFP-052023-QAD
TO CONDUCT AN ECONOMIC STUDY ON CHANGES IN COFFEE LABELING LAW
FOR THE DEPARTMENT OF AGRICULTURE, STATE OF HAWAII**

Competitive Sealed Proposals to conduct an ECONOMIC STUDY ON CHANGES IN COFFEE LABELING LAW for the Department of Agriculture, State of Hawaii, will be received electronically only THROUGH THE STATE OF HAWAII ELECTRONIC PROCUREMENT SYSTEM (HlePRO) at <https://hiepro.ehawaii.gov/welcome.html> and will be opened at the date and time indicated in HlePRO. The electronic files of the proposal shall be submitted no later than June 1, 2023 at 2:00 PM HST.

Proposals received after the date and time specified in this Request For Proposal (RFP) or at a location other than HlePRO will not be considered. All proposals must be made on forms obtainable from the above HlePRO website and must be in accordance with the accompanying instructions in this RFP. All proposals and Proposal Forms shall be submitted through HlePRO with total bid price.

Inquiries or questions concerning any requirement of this RFP, shall be submitted in HlePRO by the date indicated in HlePRO and the Section 1.4 RFP Schedule and Significant Dates.

Advertised: State of Hawaii, Electronic procurement website: May 1, 2023



Sharon Hurd
Chairperson, Board of Agriculture
State of Hawaii

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Section One
Introduction, Terms and Acronyms, and Key Dates

1.1 Introduction

The Hawaii Department of Agriculture (HDOA) is requesting proposals for an Offeror to conduct an independent study to assess the economic impact on local coffee farmers and the local coffee industry from potential changes to coffee labeling requirements in section 486-120.6, Hawaii Revised Statutes (HRS). This includes studying the impacts of a change from the current requirement of ten percent to a minimum coffee blend ratio of fifty-one percent, and one hundred per cent. At the end of the study, the Offeror shall submit a report of its findings and recommendations, including any proposed legislation.

The study shall be in accordance with these Specifications, Scope of Work, Special Provisions, and the attached General Conditions found in this RFP.

1.2 Cancellation

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

1.3 Terms and Acronyms Use Throughout The Solicitation

BAFO	=	Best and Final Offer
Contractor	=	The Offeror awarded a contract under this Request for Proposals
CPO	=	Chief Procurement Officer
DAGS	=	Department of Accounting and General Services
GC	=	General Conditions, issued by the Department of the Attorney General
GET	=	General Excise Tax
HAR	=	Hawaii Administrative Rules
HDOA	=	Hawaii Department of Agriculture, 1428 South King Street, Honolulu, HI 96814
HRS	=	Hawaii Revised Statutes
Offeror	=	Any individual, partnership, firm, corporation, joint venture, or representative or agent, submitting an offer in response to this solicitation
POC	=	Point of Contact for HDOA
Procurement Officer	=	Contracting Officer for the State of Hawaii, Department of Agriculture
QAD	=	Quality Assurance Division, Hawaii Department of Agriculture, 1851 Auiki Street, Honolulu, HI 96819
RFP	=	Request for Proposals
SLH	=	Session Laws of Hawaii
State	=	State of Hawaii, including each departments and political subdivisions

1.4 RFP Schedule and Significant Dates

The schedule represents the State’s best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If a component of this schedule, such as “Proposal Due Date/Time” date is delayed, the rest of the schedule will likely be shifted by the same number of days. Any change to the RFP Schedule and Significant Dates shall be reflected in and issued in an addendum. Delays may include, and are not limited to, funding and/or Hawaii State government restrictions. The approximate schedule is as follows:

Notice of Request for Proposals	May 1, 2023
Deadline to Submit Written Questions	May 4, 2023
State’s Response to Written Questions	May 11, 2023
Proposals Due Date / Time	June 1, 2023 2:00 pm HST
Proposal Evaluations	June 2-6, 2023
Discussion with Priority Listed Offerors (if necessary)	June 7, 2023
Best and Final Offer Date / Time (if necessary)	June 9, 2023 2:00 pm HST
Notice of Award	June 9, 2023
Contract Start Date	June 23, 2023

1.5 Questions and Answers

All questions shall be submitted electronically through HIEPRO by the due date and time specified in Section 1.4, RFP Schedule and Significant Dates, or as amended.

All questions must be clearly identified and referenced with specific paragraph(s)/item(s) from the RFP. The State will respond to questions through an addendum to this RFP in HIEPRO by the date specified in Section 1.4, RFP Schedule and Significant Dates.

1.6 Contact Person

All Offeror communications concerning this RFP shall be directed to the Point of Contact listed below. All oral communication will be considered unofficial and non-binding by the Department. Unauthorized contact regarding the RFP with other Department employees may result in disqualification. Offerors should rely only on written statements provided by the Point of Contact.

The Point of Contact will facilitate communication during the RFP process. The Point of Contact information is included below:

Richard Cohen
Measurement Standards Manager
Department of Agriculture, State of Hawaii
1851 Auiki Street
Honolulu, Hawaii 96819
Richard.A.Cohen@hawaii.gov

Section Two Background and Scope of Work

2.1 Project Overview and History

As stated in Act 222, SLH 2022, for over thirty years Hawaii has been the only region in the world that statutorily regulates the uses of its geographic names, such as "Kona", "Maui", and "Kau", on labels of its specialty agricultural products but requires that only ten per cent of the product originate in the geographic area indicated. The low ten per cent requirement directly damages and degrades the reputation of world-famous Hawaii-grown coffees and inhibits the economic interests of Hawaii coffee farmers.

It was also noted that a 2018 publication entitled "Strengthening sustainable food systems through geographical indications: An analysis of economic impacts" by the Food and Agriculture Organization of the United Nations and the European Bank for Reconstruction and Development concluded, among other things, that Kona coffee "does not enjoy any strong protection of its name" from the State and, as a result, downstream stakeholders, rather than farmers, "reap the economic benefits of the fame of Kona."

Act 222, SLH 2022 was enacted to support Hawaii's coffee growers by appropriating funds to HDOA to conduct an independent study to assess the economic impact of Hawaii's coffee labeling laws on local coffee farmers and the local coffee industry. HDOA QAD does not have the expertise and shall be searching via RFP for an economist or consultant to carry out this independent study.

2.2 Scope of Work and Offeror Qualifications

2.2.1 Scope of Work

The services to be provided by the Offeror or Contractor for this Economic Study on Changes in Coffee Labeling Law project in accordance with this RFP, including its attachments and any added addenda, shall include the following:

- Focus the study on the Big Island's geographical location of Kona and hopefully Kau, including a focus group assessment to address the impact on consumers.
- Consult with coffee farmers, including the Hawaii Coffee Association, Kona Coffee Farmers Association, and other stakeholders in the coffee industry for the purposes of conducting the study.
- Analyze impacts from the perspective of Hawaii coffee industry stakeholders located within the physical boundaries of the State.
- Include relevant literature review on the economic effects of labeling requirements.
- Complete the study no later than December 29, 2023 and submit a report of findings and recommendations, including any proposed legislation. The duration of the study is six (6) months with a budget not to exceed \$90,000.

- Assess the economic impact on local coffee farmers and the local coffee “industry” from potential changes to coffee labeling requirements established in section 486-120.6, Hawaii Revised Statutes.

Explanation: “industry” is defined in this RFP as every enterprise engaged in the Hawaii coffee supply chain except consumers, excluding for purposes of this study, entities located outside the physical boundaries of the State of Hawaii.

Specifically, the study shall include assessing the impacts of a change in Hawaii’s labeling laws to a minimum coffee blend ratio of fifty-one per cent and one hundred per cent from the current ten per cent. Three (3) scenarios in play:

1. With 10 per cent geographic label blends (current status).
2. Blending level raised to 51 per cent of geographic label and will involve a 3-year phase-in period such as 20% for year 1, 30% for year 2, and 51% for year 3.
3. Level raised to 100 per cent of geographic label.

Consider scenarios 1, 2, and 3, and evaluate relevant economic impacts as follows:

1. Mapping of market share, “customary transactions”, and power relationship of stakeholders in Hawaii’s coffee industry. The mapping of market share will commence with Kona and Kau coffees, and any policy recommendations if adopted shall be phased in over a reasonable period (e.g., 3 years) to mitigate any shocks on the industry (See Table 1 below).

Explanation: “customary transaction” refers to standard, common, and/or “unique” practices that take place in business transactions along the coffee supply chain in Hawaii.

2. Examine issues of “producer” surplus, consumer surplus, dead weight losses and associated distribution effects resulting from the changes (in minimum coffee blend ratio).

Explanation: “producer” refers to owner-operator, landlord, tenant, or sharecropper that shares in the risk of producing a crop and is entitled to a share of the crop produced on the farm.

3. Quantify market changes including demand and supply curves for all three scenarios (data compilation, etc.).
4. Analyze changes in market efficiency including flow/redistribution of economic rent among stakeholders (e.g., growers and blenders), and any policy reform recommendations, if necessary.
5. Evaluate issues of equity and fairness resulting from the changes, including the process to democratize the local coffee (food) system, product access, and consumption opportunities open to all social economic strata.
6. Analyze core economic impacts on the changes, including but not limited to the following:
 - Overall industry sales to include all points in the value chain of Hawaii-grown coffee including cherry, parchment, green and roasted coffee;
 - Total industry income derived from Hawaii-grown coffee products;
 - State tax revenues; and
 - Employment fluctuations.

Table 1: Summary of Essential Market Information for Coffee Industry in Hawaii, 2023.

Scenario	Geographic Region	Hawaii Blended Coffee Production Value (\$) and/or Volume (lbs.)				Non-Hawaii Blended Coffee* Value (\$) and/or Volume (lbs.)	Total Market Value (\$) and/or Volume (lbs.)
		10%	51%	100%	Others**		
Minimum Coffee blend ratio of 10%	Kona						
	Kau						
Minimum coffee blend ratio of 51%	Kona	X					
	Kau	X					
Coffee at 100%	Kona	X	X		X		
	Kau	X	X		X		
*Does not contain any Hawaii grown coffee							
**Other blend proportions including 20%, 30%, or above 51%							

Note: Hawaii Geographic Regions Offering 10% Coffee Blend: Kona, Kau, Kauai, Molokai, Maui.
 This note can be included as part of literature review for existing coffee blend.

2.2.2 Offeror Qualifications

- Not affiliated with Hawaii coffee growers, blenders or roasters.
- Previous experience with preparing and presenting economic impact studies, preferably in agricultural commodities such as coffee or experience with the Kona coffee industry.
- Industry experience with coffee, tea, other agricultural products or supply chain issues.
- Must be impartial to the effects on different industry stakeholders such as coffee, farmers, processors, roasters, packers, distributors, millers, coffee associations, restaurant supply and other retail business interests.
- Extensive experience obtaining relative data that can be used in the analysis.
- Experience compiling data, statistics and industrial information from different sources.
- Teaching, research, and credentials in marketing analysis with economic implications.
- 5 years research, planning, and statistical analysis in the coffee industry.
- 5 years economics and marketing management, or consulting services.

2.3 QAD Responsibilities

QAD will provide project management and relevant information, if available, as requested.

2.4 Term of Contract

This contract shall be for a period of six (6) months ending December 29, 2023 beginning on the official commencement date of the contract, approximately June 23, 2023 or similar. When interests of the State or the Contractor so require, the State or the Contractor may terminate the contract for convenience by providing six (6) weeks prior written notice to the contracted parties.

2.5 Contract Administrator

For the purposes of this contract, Leo Obaldo, PhD, Acting Administrator, Quality Assurance Division, (808) 832-0705, or authorized representative, is designated the Contract Administrator.

All deliverables shall be reviewed, validated and approved by HDOA Contract Administrator to ensure that they meet the requirements and expectations of the Project and fully satisfy QAD and the HDOA.

Section Three Proposal Format and Content

3.1 Offeror's Authority to Submit an Offer

The State will not participate in determinations regarding an Offeror's authority to sell a product or service. If there is a question or doubt regarding an Offeror's right or ability to obtain and sell a product or service, the Offeror shall resolve that question prior to submitting an offer.

3.2 Competency of Offeror

Prospective Offeror must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require Offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Offeror to furnish satisfactorily the goods or services being solicited by the State. Any such inquiries shall be made and replied to in writing; replies shall be submitted with the signatures of the person who signs the offer. Any Offeror who refuses to answer such inquiries will be considered non-responsive.

3.3 Required Review

1. Before submitting a proposal, each Offeror must thoroughly and carefully examine this RFP, any attachment, addendum, and other relevant document, to ensure Offeror understands the requirements of the RFP. Offeror must also become familiar with State, local and federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.
2. Should Offeror find defects and questionable or objectionable items in the RFP, Offeror shall notify the Hawaii Department of Agriculture, Quality Assurance Division in writing prior to the deadline for written questions as stated in the RFP Schedule and Significant Dates, as amended. This will allow the issuance of any necessary corrections and/or amendments to the RFP by addendum and mitigate reliance of a defective solicitation and exposure of proposal(s) upon which award could not be made.

3.4 Proposal Preparation Costs

Any and all costs incurred by the Offeror in preparing or submitting a proposal shall be the Offeror's sole responsibility whether or not any award results from this RFP. The State shall not reimburse such costs.

3.5 Tax Liability

1. Work to be performed under this solicitation is a business activity taxable under Hawaii Revised Statutes (HRS) Chapter 237, and if applicable, taxable under HRS Chapter 238. CONTRACTOR is advised that they are liable for the Hawaii GET. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.
2. The Offeror shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on Offer Form, page OF-1, thereby attesting that the

Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the State.

3.6 Property of State

All proposals become the property of the State of Hawaii.

3.7 RFP Amendments

QAD reserves the right to amend this RFP at any time prior to the Deadline to Submit Proposals, as referenced in Section 1.4, RFP Schedule and Significant Dates. Interested offerors will be notified of the availability of amendments through verbal or written communication.

3.8 Confidential Information

1. If an Offeror believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld from disclosure as confidential, then the Offeror shall mark it as confidential and inform the Procurement Officer named on the cover of this RFP in writing and provide justification to support the Offeror's confidentiality claim. Price is not considered confidential and will not be withheld.
2. An Offeror shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data Offeror considers to be confidential. Such requests for nondisclosure shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
3. Pursuant to Hawaii Administrative Rules (HAR) § 3-122-58, if a person requests to inspect the portions of an Offeror's proposal designated as confidential pursuant to HAR § 3-122-46 (9), the inspection shall be subject to written determination by the respective attorney general or corporation counsel for confidentiality in accordance with HRS Chapter 92F. If the attorney general or corporation counsel determines in writing that the material designated as confidential is subject to disclosure, then the material shall be open to public inspection unless the offeror appeals pursuant to HRS § 92F-42 (1). When a purchasing agency denies a person access to a state procurement record, the person may appeal the denial to the Office of Information Practices in accordance with HRS § 92F-15.5.

3.9 Exceptions

Should Offeror take any exception to the terms, conditions, specifications, or other requirements listed in the RFP, then the Offeror shall list such exceptions in this section of the Offeror's proposal. Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any. The STATE reserves the right to accept or not accept any exceptions.

No exceptions to statutory requirements of the General Conditions (GC) issued by the Attorney General of the State of Hawaii (Form AG-008), attached herein as 103D-1 General Conditions shall be considered.

3.10 Proposal Objectives

1. One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective.
2. Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness, clarity, and content.
3. When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.
4. The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in Section 2.2, Scope of Work.
5. Offeror shall submit a proposal that includes an overall strategy, timeline and plan for the work proposed as well as expected results and possible shortfalls.

3.11 Proposal Forms

1. To be considered responsive, the Offeror's proposal shall respond to and include all items specified in this RFP and any subsequent addendum. Any proposal offering any other set of terms and conditions that conflict with the terms and conditions provided in the RFP or in any subsequent addendum may be rejected without further consideration.
2. Offer Form, Page OF-1. The Offeror is required to complete Offer Form OF-1 (SECTION SEVEN, Attachment 1) using the Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs (DCCA), if applicable, in the appropriate space on Offer Form OF-1. Failure to do so may delay proper execution of the Contract.
3. The Offeror's signature on the Offer Form, OF-1 shall be an original signature by esign. The authorized signature on the first page of the Offer Form shall be an original signature by esign. If unsigned or the affixed signature is a facsimile or a photocopy, then the offer shall be automatically rejected unless accompanied by other material, containing the e-signature audit, indicating the Offeror's intent to be bound.
4. Offer Form, Page OF-2. Pricing shall be submitted on Offer Form OF-2 (SECTION SEVEN, Attachment 2). The price shall be the all-inclusive cost, including the GET, to the STATE. No unlisted costs will be honored. Any unit prices shall be inclusive.

3.12 Proposal Contents

Proposals must:

1. Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP.

2. Include a signed Offer Form OF-1 with the complete name and address of Offeror's firm and the name, mailing address, telephone number, and fax number of the person the STATE should contact regarding the Offeror's proposal.
3. If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:
 - a. The general scope of work to be performed by the subcontractor;
 - b. The subcontractor's willingness to perform for the indicated.

The Offeror is advised that, upon contract execution, no work or services shall be subcontracted or assigned without prior written approval of the STATE pursuant to AG General Condition AG-008 (6). No subcontract shall, under any circumstances, relieve the CONTRACTOR of their obligations and liability under this contract with the STATE. All persons engaged in performing the work covered by the contract shall be considered employees of the CONTRACTOR.

The Offeror is further advised that each subcontractor shall be required to complete Offer Form OF-1 (SECTION SEVEN, Attachment 1) with the subcontractor's exact legal name as registered with the Department of Commerce and Consumer Affairs (DCCA), if applicable, the address of subcontractor's firm and the name, mailing address, telephone number, and fax number of the person the STATE should contact regarding the Offeror's proposal, and any and all other information requested on the form. The subcontractor's signature on the Offer Form OF-1 shall be an original signature in ink, which shall be required before an award, if any, can be made.

4. Provide all the information requested in this RFP in the order specified.
5. Include a table of contents.
6. Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually, and pages must be numbered.
 - a. Transmittal Letter

See SECTION SEVEN, Attachment 1, Offer Form OF-1 and Attachment 2, Offer Form OF-2.
 - b. Experience and Capabilities.
 - i. A complete, relevant, and current client listing.
 - ii. The number of years Offeror has been in business and the number of years Offeror has performed services specified by this RFP.
 - iii. A list of key personnel and associated resumes of those who will be dedicated to this project.

- iv. A list of at least three (3) references from the Offeror's client listing that may be contacted by the STATE as to the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone numbers, email, and postal addresses.
 - v. A summary listing of judgments or pending lawsuits or actions against, adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.
 - vi. A list of sample projects and/or examples of written plans, organizational charts, contact trees, mathematical modeling, etc.
 - vii. A list of examples where your organization provided expert opinion elicitation, if applicable.
 - viii. Show what projects your organization has completed in the past five (5) years which highlight knowledge and proficiency with economic analysis, labeling laws, and quantitative economic assessment with name and address of project owner, brief project description, contract amount and completion date of project.
 - ix. Has your organization ever failed to complete any work awarded to you? If so, please provide a brief description, including when and where it took place and why work was not completed.
 - x. Has any officer or partner of your organization in the past five (5) years been an officer, partner or individual of some other organization that failed to complete a contract? If so, state name of individual, other organization and reason therefore.
 - xi. Has your organization, in the past five (5) years performed work for any state or county agencies within the State of Hawaii? If so, list the name of the department(s), project description(s) and department contact person(s).
 - xii. Has your organization in the past five (5) years performed work for the U.S. Government? If so, list the name of the agency(ies), project description(s) and agency contact person(s).
 - xiii. Has your organization in the past five (5) years performed any work for any other government agencies outside the State of Hawaii? If so, list the name of the agency(ies), project description(s) and agency contact person(s).
- c. Proposal including an overall strategy, timeline, and plan.
- d. Pricing.
- i. The proposal shall be priced not to exceed \$90,000.00 and include a budget that includes any and all costs (labor, materials, supplies, venue, travel, including travel required for information and technical meetings, and honoraria), applicable taxes, and fees incurred to provide the specified services. The proposal shall include a detailed workplan of tasks with

budgets, durations, and personnel. Inasmuch as the State of Hawaii imposes a general excise tax on gross income, this levy should be taken into account when calculating costs.

ii. The budget shall only contain the below specified categories as defined:

Category	Contractor
a. Personnel (S&W)*	\$
b. Fringe Benefits**	\$
c. Travel	\$
d. Equipment	\$
e. Supplies	\$
f. Contractual	\$
g. Construction	\$
h. Other	\$
i. Total Direct Charges	\$
j. Indirect Charges***	\$
Total	\$

* The proposal shall provide the STATE with a list of project staff with associated personnel cost (salaries/wages). If the Offeror intends to spend funds on equipment, travel and other, the Offeror must provide adequate details and justification (need, purpose, cost per trip, destination, etc.).

**Fringe benefits are usually applicable to direct salaries and wages. The Offeror must provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. If a fringe benefit rate is not used, the Offeror must show how the fringe benefits were computed for each position. If a fringe rate is greater than 35%, a description and breakdown of the benefits must be provided unless a negotiated indirect cost rate agreement (NICRA) has been provided. If fringe benefits are not computed by using a percentage of salaries, then provide a breakdown of how the computation is done. The fringe benefit costs should not be combined with direct salaries and wages in the personnel category.

***Indirect costs are those costs incurred for common or joint objectives which cannot be readily identified with an individual project or program but are necessary to the operations of the organization. The Offeror must provide the most recent indirect cost rate agreement with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (Facilities & Administrative) for a proposal (2 CFR §200.414). The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). Any non-Federal entity that has never received a negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph

(d)(1)(B) may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely.

See SECTION SEVEN, Attachment 2: Offer Form OF-2.

e. Exceptions.

See Section 3.9, Exceptions.

3.13 Receipt and Register of Proposals

Competitive Sealed Proposals to conduct ECONOMIC STUDY ON CHANGES IN COFFEE LABELING LAW, for The Department of Agriculture, State of Hawaii, will be received electronically only THROUGH THE STATE OF HAWAII ELECTRONIC PROCUREMENT SYSTEM (HiePRO) at <https://hiepro.ehawaii.gov/welcome.html> and will be opened at the date and time indicated in HiePRO. The electronic files of the proposal shall be submitted no later than June 1, 2023 at 2:00 PM HST.

Proposals received after the date and time specified in the RFP or at a location other than the HiePRO website will not be considered. All proposals must be made on forms obtainable from the above HiePRO website and must be in accordance with this RFP. All proposals and Proposal Forms shall be submitted through HiePRO with total bid price.

No proposal or any supplement or addition to the proposal packages will be accepted after the Proposal Due Date.

Each qualified Offeror shall submit only one (1) proposal. Alternate proposals will not be accepted.

The submission of a proposal shall constitute an incontrovertible representation by the Offeror of compliance with every requirement of the RFP and that the RFP Documents are sufficient in scope and detail to indicate and convey a reasonable understanding of all terms and conditions of performance of the contract.

Before submitting a proposal, each Offeror must:

- Examine the RFP Documents thoroughly; and
- Become familiar with State, local, and federal laws, statutes, ordinances, rules, and regulations that may in any manner affect their Proposal.

The proposal shall be signed by a person or persons with the authority to legally bind and commit the Offer. Offeror shall submit the proposal files via HiePRO. There is no limit to the number of files that can be attached, but a single file cannot exceed 100MB.

Submission formats – Proposal submissions shall be in Word, Excel, or searchable PDF formats.

An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all offers for that line item shall be rejected.

3.14 Proposal Opening

Proposals shall be opened at the date, time, and place specified in Section 1.4, RFP Schedule and Significant Dates, or as amended. Proposals need not be opened publicly but shall be opened in the presence of two or more procurement officials.

3.15 Priority Listed Offerors

Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals may be generated. The priority list may be limited to a minimum of three responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the Best and Final Offer (BAFO) is tendered.

3.16 Best And Final Offer (BAFO)

If the STATE determines a BAFO is necessary, it shall request one from the Priority Listed Offerors. The Priority Listed Offerors shall submit their BAFO and any BAFO received after the deadline or not received shall not be considered.

3.17 Modification Prior To Submittal Deadline Or Withdrawal Of Offers

1. The Offeror may modify or withdraw a proposal before the proposal due date and time.
2. Any change, addition, deletion of attachment(s) or data entry of an Offer may be made prior to the deadline for submittal offers.

3.18 Mistakes In Proposals

1. Mistakes shall not be corrected after an award of contract.
2. When the Procurement Officer knows or has reason to conclude before an award that a mistake has been made, the Procurement Officer should request the Offeror to confirm the proposal. If the Offeror alleges a mistake, then the proposal may be corrected or withdrawn pursuant to this section.
3. Once discussions are commenced or after BAFO are requested, any priority-listed Offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.
4. If discussions are not held, or if the BAFO upon which an award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.
5. If discussions are not held, or if the BAFO upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal but the intended correct offer is not; or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

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

3.19 Cancellation Of RFP And Proposal Rejection

The STATE reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the STATE, pursuant to HAR §§ 3-122-96 through 3-122-97.

The STATE shall not be liable for any costs, expenses, loss of profits or damages whatsoever, incurred by the Offeror, in the event this RFP is cancelled or a proposal is rejected.

Section Four Evaluation Criteria

4.1 Evaluation Criteria

Evaluation criteria and the associated points are listed below. The Offeror shall not be affiliated with the Hawaii coffee growers, blenders or roasters. The award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria listed in this section.

The total number of points used to score a proposal is 100.

1. Cost of services (10)
2. Experience and capabilities (45)

Previous experience and capability in conducting coffee labeling economic studies related to changing labeling laws

- a. Number of years in the business and number of years performing services specified in this RFP
 - b. Reference and client listings (up to 10, maximum)
 - c. Examples of expert opinion elicitation
 - d. Examples of involvement in supporting the development of governmental and private policy development
3. Examples of written plans, organizational charts, contact trees, economic studies, etc. (10)
 4. Knowledge and proficiency with economic analysis and quantitative economic assessment of geographic labeling of agricultural commodities such as Kona coffee, etc. (15)
 5. Proposal (20)
 - a. Methodology
 - b. Timeline
 - c. Expected Results
 - d. Possible Shortfalls
 - e. Recommended changes to specifications or scope of work that may be necessary to yield the results sought by the HDOA

**Section Five
Contractor Selection and Contract Award**

5.1 Evaluations of Proposals

The Procurement Officer, or an evaluation committee of at least three (3) qualified state employees selected by the Procurement Officer, shall evaluate proposals. The evaluation will be based solely on the evaluation criteria set out in Section Four of this RFP.

Prior to holding any discussion, a priority list shall be generated consisting of Offers determined to be acceptable or potentially acceptable. However, proposals may be accepted without such discussions.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may rank the proposals and limit the priority list to three responsive, responsible offerors who submitted the highest-ranked proposals.

5.2 Discussion with Priority Listed Offerors

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

5.3 Award of Contract

Award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria set forth in the RFP.

5.4 Responsibility of Offerors

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

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

The State will verify compliance via Hawaii Compliance Express (HCE).

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

Vendors/contractors/service providers should register with HCE prior to submitting an offer at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted for the execution of contract and final payment.

Timely Registration on HCE. Vendors/contractors/service providers are advised to register on HCE soon as possible. If a vendor/contractor/service provider is not compliant on HCE at the time of award, an Offeror will not receive the award.

5.5 Proposal as Part of the Contract

This RFP and all or part of the successful proposal may be incorporated into the contract.

5.6 Public Examination of Proposals

Except for confidential portions, the proposals shall be made available for public inspection upon posting of award pursuant to HRS § 103D-303.

When a purchasing agency denies a person access to a State procurement record, the person may appeal the denial to the office of information practices in accordance with HRS §92F-42(12).

5.7 Debriefing

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

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

Any protest by the requestor following a debriefing, shall be filed within five (5) working days of the debriefing, as specified in HAR § 103D-303(h).

5.8 Protest Procedures

Pursuant to HRS § 103D-701 and HAR § 3-126-3, an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer at: Sharon Hurd, Hawaii Department of Agriculture, Chairperson Office, 1428 South King Street, Honolulu, HI 95814. Email: Sharon.K.Hurd@hawaii.gov; Phone: (808) 973-9553; Fax: (808) 973-9613.

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

Award(s) if any, resulting from this solicitation shall be posted to the SPO website on Contract Awards and Information at <http://hawaii.gov/spo>.

5.9 Approvals

Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General, and to all further approvals, including the approval of the Governor, as required by statute, regulation, rule, order, or other directive.

5.10 Offer and Acceptance Periods

The State's acceptance of offer, if any, will be made within sixty (60) calendar days after the opening of proposals. Prices or commissions quotes by the Offeror shall remain firm for the sixty (60) day period.

5.11 Subcontracting

No work or services shall be subcontracted or assigned without the prior written approval of the State. No subcontract shall, under any circumstances, relieve the Contractor of his/her obligations and liability under this contract with the State. All persons engaged in performing the work covered by the contract shall be considered employees of the Contractor.

5.12 Contract Execution

Successful Offeror receiving an award shall enter into a formal written contract. No performance or payment bond is required for this contract.

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

The Contractor shall be required to execute a supplement to the contract for any of the following reasons:

- The additional extension period, if the option to extend is mutually agreed upon; or
- The Contractor is required to perform additional work within the general scope of the contract. No work shall be performed until the supplemental agreement has been executed.

5.13 Insurance

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

- a. Commercial General Liability Insurance

Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the Contractor, its employees and subcontractors during the term of the Contract. This insurance shall include the following coverage and limits specified or required by any applicable law: bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence; personal and advertising injury of \$1,000,000 per occurrence; broadcasters' liability insurance of \$1,000,000 per occurrence; and with

an aggregated limit of \$2,000,000. The commercial general liability policy shall be written on an occurrence basis and the policy shall provide legal defense costs and expenses for the State in addition to the limits of liability stated above. The Contractor shall be responsible for payment of any deductible applicable to this policy.

b. Automobile Liability Insurance

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

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

2. The Contractor shall deposit with the SPO, on or before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the SPO that the provisions of the Contract have been complied with, and to keep such insurance in effect and provide the certificate(s) of insurance to the SPO during the entire term of the Contract. Upon request by the SPO, the Contractor shall furnish a copy of the policy or policies.
3. The Contractor will immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.
4. The certificates of insurance shall contain the following clauses:
 - a. "The State of Hawaii and its agents are added as additional insureds with respect to operations performed for the State of Hawaii."
 - b. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."
5. Failure of the Contractor to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the State to exercise any or all of the remedies provided in the Contract (including without limitation terminating the Contract). The procuring of any required policy or policies of insurance shall not be construed to limit the Contractor's liability hereunder, or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the Contractor shall be responsible for the full and total amount of any damage, injury, or loss caused by the Contractor's negligence or neglect in the provision of services under the Contract.

5.14 Payment

Incremental payments shall be made to the awarded Contractor on a monthly basis, upon the Contractor performing deliverables or meeting specific milestones as agreed in the project plan. Submittal for payments and review by the State shall be monthly with payments made only on milestones and deliverables or percentages that have been accepted by State.

HRS Section § 103-10 provides that the State shall have thirty (30) calendar days after receipt of an invoice or satisfactory completion of the contract, within which to make payment. For this reason, the

State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by HRS § 103-10, as amended.

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

5.15 Contract Invalidation

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

5.16 Additional Terms and Conditions

The State reserves the right to add terms and conditions during the contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluation.

All written and electronic files and products become the property of the State of Hawaii.

5.17 Notice of Non-Discrimination

The Hawai'i Department of Agriculture does not discriminate on the basis of race, color, sex, national origin, age, or disability, or any other class as protected under applicable federal or state law, in administration of its programs, or activities, and, the Department of Agriculture does not intimidate or retaliate against any individual or group because they have exercised their rights to participate in actions protected, or oppose action prohibited, by 40 C.F.R. Parts 5 and 7, or for the purpose of interfering with such rights.

If you have any questions about this notice or any of the Department's nondiscrimination programs, policies, or procedures, you may contact:

Non-Discrimination Coordinator
Hawaii Department of Agriculture
1428 S. King Street, Honolulu, HI 96814,
(808) 973-9560
hdoa.titlevi@hawaii.gov

If you believe that you have been discriminated against with respect to a Department of Agriculture program or activity, you may contact the Non-Discrimination Coordinator.

To request translation, interpretation, modifications, accommodations, or other auxiliary aids or services for this RFP, contact the HDOA Office of the Chairperson at (808) 973-9560 or email hdoa.info@hawaii.gov. Please allow sufficient time for HDOA to meet accommodation requests.

**Section Six
Special Provisions**

6.1 Offer Guaranty

A proposal security deposit is NOT required for this RFP.

6.2 Acceptance and Testing

A product which has not undergone Peer Review shall not be accepted.

6.3 Certification of Offeror Concerning Wages, Hours and Working Conditions of Employees Supplying Services

All offerors for service contracts shall comply with section 103-55, Hawaii Revised Statutes, which provides as follows:

Wages, hours, and working conditions of employees of Contractor supplying services:

Before any prospective Offeror is entitled to submit any offer for the performance of any contract to supply services in excess of \$25,000 to any governmental agency, the Offeror shall certify that the services to be performed will be performed under the following conditions:

Wages:

The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work.

Compliance with labor laws:

All applicable laws of the Federal and state governments relating to workers compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

No contract to perform services for any governmental contracting agency in excess of \$25,000 shall be granted unless all the conditions of this section are met. Failure to comply with the conditions of this section during the period of the contract to perform services shall result in cancellation of the contract.

This section shall apply to all contracts to perform services in excess of \$25,000, including contracts to supply ambulance service and janitorial service.

This section shall not apply to:

1. Managerial, supervisory, or clerical personnel.
2. Contracts for supplies, materials, or printing.
3. Contracts for utility services.
4. Contracts to perform personal services under paragraphs (2), (3), (12), and (15) of section 76-16, paragraphs (7), (8), and (9) of section 46-33, and paragraphs (7), (8), and (12) of section 76-77, Hawaii Revised Statutes, (HRS).
5. Contracts for professional services.
6. Contracts to operate refreshment concessions in public parks, or to provide food services to educational institutions.
7. Contracts with nonprofit institutions.

Section Seven
Attachments and Exhibits

- Attachment 1: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-2
- Attachment 3: OVERVIEW OF THE RFP PROCESS

Attachment 1: OFFER FORM, OF-1

REQUEST FOR PROPOSALS NO. RFP-052023-QAD
ECONOMIC STUDY ON CHANGES IN COFFEE LABELING LAW
FOR THE DEPARTMENT OF AGRICULTURE, STATE OF HAWAII

Project Administrator
Department of Agriculture, Quality Assurance Division
1851 Auiki Street
Honolulu, Hawaii 96819

Dear Project Administrator:

The procurement conducted for the specified goods and/or services are pursuant to Hawaii Revised Statutes (HRS) Chapter 103D and its Hawaii Administrative Rules (HAR). The undersigned has carefully read and understands the terms and conditions specified in the Specifications, Special Provisions and in the AG General Conditions, Form AG-008 attached hereto; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) Offeror is declaring that offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) Offeror is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is a:

Sole Proprietor Partnership *Corporation Joint Venture

Other _____

*State of incorporation: _____

Hawaii General Excise Tax License I.D. No. _____

Federal I.D. No. _____

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

Date: _____

(x) _____

Authorized (Original) Signature

Telephone No: _____

Name and Title (Please Type or Print)

Fax No: _____

**Exact Legal Name of Company (Offeror)

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: _____

Attachment 2: OFFER FORM, OF-2

REQUEST FOR PROPOSALS NO. RFP-052023-QAD
ECONOMIC STUDY ON CHANGES IN COFFEE LABELING LAW
FOR THE DEPARTMENT OF AGRICULTURE, STATE OF HAWAII

Total contract cost for accomplishing the economic study and delivery of the services.

\$ _____

Note: Contract cost not to exceed \$90,000.00. Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services.

Offeror _____
Name of Company

Attachment 3: Overview of the RFP Process

1. The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS § 103D-303.
2. The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.
3. Proposals shall be received at the Department of Agriculture, Quality Assurance Division, 1851 Auiki Street, Honolulu, Hawaii 96819, no later than the date and time stated in Section 1.04, RFP Schedule and Significant Dates, as amended. The register of proposals and Offerors' proposals shall be open to public inspection after posting of the award. All proposals and other material submitted by Offerors become the property of the State and may be returned only at the State's option.
4. The Procurement Officer, or an evaluation committee approved by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section Four.
5. Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals may be generated. The priority list may be limited to a minimum of three responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the BAFO is tendered.
6. If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors who submit acceptable or potentially acceptable proposals.
7. Following any discussions, Priority Listed Offerors will be invited to submit their BAFO, if required. The Procurement Officer or an evaluation committee reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors prior to the submission of the BAFO.
8. The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.04, RFP Schedule and Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer shall be construed as its BAFO.
9. After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Four, the Procurement Officer or an evaluation committee will make its recommendation. The Procurement Officer will award the contract to the Offeror whose proposal is determined to be the most advantageous to the State, taking into consideration price and the evaluation factors set forth in Section Four.
10. The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Once an award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary should be identified by the Offerors and shall be excluded from access.
11. The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to the RFP.
12. The RFP, any addenda issued, and the successful Offeror's proposal shall become a part of the contract. All proposals shall become the property of the State of Hawaii.