



HAWAII DEPARTMENT OF AGRICULTURE

RELEASE DATE: MARCH 19, 2024

REQUEST FOR PROPOSALS NO. RFP-202403-QAD

FOR

GROUPGAP FOOD SAFETY TRAINING PROGRAM

FOR THE

DEPARTMENT OF AGRICULTURE, STATE OF HAWAII

WILL BE RECEIVED UP TO 2:00 P.M. HST ON APRIL 19, 2024
ONLY THROUGH THE STATE OF HAWAII ELECTRONIC PROCUREMENT SYSTEM (HIePRO) at
<https://hiepro.ehawaii.gov/welcome.html>

A handwritten signature in cursive script, reading 'Sharon Hurd', is positioned above a horizontal line.

SHARON HURD
Procurement Officer

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

**REQUEST FOR PROPOSALS NO. RFP-202403-QAD
TO ESTABLISH/EXPAND AND IMPLEMENT A GROUPGAP TRAINING PROGRAM
FOR THE DEPARTMENT OF AGRICULTURE, STATE OF HAWAII**

Competitive Sealed Proposals to establish/expand and implement a GroupGAP Food Safety Training Program 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 April 19, 2024 at 2:00 PM HST.

Proposals received after the date and time specified in this Request For Proposals (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: March 19, 2024



Sharon Hurd
Chairperson, Board of Agriculture
State of Hawaii

TABLE OF CONTENTS

		Page
Section One:	Introduction, Terms and Acronyms, and Key Dates	4
Section Two:	Background and Scope of Work	6
Section Three:	Proposal Format and Content	10
Section Four:	Evaluation Criteria	20
Section Five:	Contractor Selection and Contract Award	21
Section Six:	Special Provisions	26
Section Seven:	Attachments and Exhibits	27
	<ul style="list-style-type: none">• Attachment 1: OFFER FORM, OF-1• Attachment 2: OFFER FORM, OF-2• Attachment 3: Overview of the RFP Process• Attachment 4: General Conditions, FORM AG-008 103D	

Section One
Introduction, Terms and Acronyms, and Key Dates

1.1 Introduction

The State of Hawaii, Department of Agriculture (HDOA) is requesting proposals for Offerors to assist HDOA in establishing and implementing a USDA GroupGAP food safety training and certification program. The main services to be provided by the Offeror involve establishing, expanding, and implementing a USDA GroupGAP food safety training program statewide. The program is designed for educating and training small to medium sized farmers who are producing fresh fruits and vegetables across the state. This training program can help increase the number of GAP certified and FSMA compliant farms and expand new market access especially for small to medium sized farms.

The Offeror’s services 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 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 Offeror
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 department 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	March 19, 2024
Deadline to Submit Written Questions	March 22, 2024
State’s Response to Written Questions	April 2, 2024
Proposals Due Date / Time	April 19, 2024 2:00 pm HST
Proposal Evaluations	April 22-30, 2024
Discussion with Priority Listed Offerors (if necessary)	May 1-2, 2024
Best and Final Offer Date / Time (if necessary)	May 3 2024 2:00 pm HST
Notice of Award	May 7, 2024
Notice to Proceed	June 21, 2024
Contract Start Date	June 24, 2024

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:

Artemio Tulio, PhD
Program Specialist
Hawaii Department of Agriculture Quality Assurance Division
1851 Auiki Street
Honolulu, Hawaii 96819
Artemio.Z.Tulio@hawaii.gov

Section Two Background and Scope of Work

2.1 Project Overview and History

In 2016, the United States Department of Agriculture (USDA) launched the GroupGAP program to assist small and medium-sized farms with attaining GAP certification. GroupGAP reduces the cost of food safety certification by spreading the training, technical assistance, and auditing costs between all farms in the group.

In 2023, the Hawaii State Legislature enacted Act 212 SLH 2023 to support Hawaii's local agricultural community by appropriating funds to HDOA to establish and implement a GroupGAP food safety training and certification program. This HDOA GroupGAP training and certification program consists of three components:

1. HDOA serves as GroupGAP program administrator and to continue its current role in providing audit certification on behalf of USDA. HDOA has a cooperative agreement with USDA that allows HDOA, pursuant to licensing by USDA, to provide GroupGAP external food safety audits for Hawaii farmers statewide, on a fee-for-service basis.
2. UH-CTAHR works with HDOA to develop GroupGAP food safety training capability for its Extension Agents to provide statewide training to all Hawaii farmers including training support (if needed) by industry GroupGAP programs.
3. Agricultural companies with GroupGAP programs contracted by the State to expand their operations by recruiting and training small to medium sized farmers statewide who prefer to proceed with a GroupGAP audit certification.

2.2 Scope of Work and Offeror Qualifications

2.2.1 Scope of Work

HDOA is seeking to fund two agricultural companies with GroupGAP programs to expand their operations by providing food safety training that will deliver quantifiable/measurable outcomes to support the implementation of HDOA's GroupGAP training and certification program. To achieve this goal, HDOA announces the availability of up to \$350,000.00 in program funds for each Offeror to develop and implement a GroupGAP food safety training program for small to medium sized produce growers/farmers, food hubs, etc. The duration of the GroupGAP training program shall be four (4) years with an annual budget not to exceed \$87,500.00.

The services to be provided by each Offeror shall be in accordance with this RFP, including its attachments and any added addenda, and shall include the following services:

- A. Expand GroupGAP training capability by increasing the number of GAP certified farms and recruiting at least 30 new GroupGAP member farms per year.
 - Recruit new members and provide trainings statewide focusing on small to medium-sized individual farmers who prefer to proceed with a GroupGAP audit certification,

- Provide training and assist GroupGAP members in implementing a Quality Management System (QMS) to identify and meet customer food safety requirements and to create systems for continuous improvement for the group.
- Provide training and assist GroupGAP farmers in developing and implementing individual Farm Food Safety Plans based on their chosen audit schemes (i.e., USDA GAP&GHP, Produce GAPs Harmonized, and/or Harmonized GAP Plus+).
- Conduct biannual internal audits of all participating farm to ensure proper implementation of Good Agricultural Practices on the farms, and provide HDOA with records of internal audits.
- Request USDA/HDOA for the annual third-party audits to existing and expanded GroupGAP individual farm members.
- Maintain a USDA GroupGAP audit certification for all farms in the group.
- Comply with all USDA requirements to maintain yearly GroupGAP participation throughout the 4-year program duration.

C. Expand Offeror's GroupGAP network to cover all islands across the State.

- Establish relationships with statewide or island organizations that will host regional GroupGAP in their communities.
- Create regional GroupGAP farm hubs on various islands to serve small and medium-sized farmers more effectively across the State.
- Assist partner industry or organizations to help them recruit small farmers to the program.
- Establish and implement a communication strategy to share best practices between regional groups.

D. Lower or offset the cost of GroupGAP participation of small and medium-sized farmers from all Hawaii islands.

- Provide subsidy from this program fund to offset cost of GroupGAP participation to attract small farmers from rural areas to join in the regional GroupGAP.
- Increase the use of online tools to facilitate the delivery of GroupGAP training courses.

E. Expand new market access and opportunities to GroupGAP farms on all islands.

- Establish relationships and collaborate with the food industry organizations, wholesalers, and other buyers of fresh produce.
- Develop protocols to link buyer requirements to GroupGAP farms.
- Work with regional groups and institutional buyers to investigate large volume supplier relationships (i.e. farm to school, hospitals, etc.).

F. Align GroupGAP farm's food safety certification to FSMA Produce Safety Rule standards (21 CFR Part 112).

- Promote Harmonized GAP as standard for food safety certification of GroupGAP member farms to increase their compliance with FSMA Produce Safety Rule requirements if inspected.
- Coordinate with HDOA's Hawaii Produce Safety Program and UH to train impacted individual farmers on Produce Safety Rule to be compliant with FDA's mandatory standards.

G. Submit progress and annual reports with results and list of expected measurable outcomes and recommendations to the State.

2.2.2 Offeror Qualifications

The Offeror must have an existing USDA GroupGAP program and be willing to expand the group by recruiting new member farms and provide the necessary food safety trainings and documentations to meet a USDA audit certification required by buyers. The Offeror qualifications must include (but not limited to) the following:

- A. Knowledge, skills, abilities and expertise on food safety practices relating to production and post-production operations for fresh fruits and vegetables.
- B. Completed training & certifications on USDA GAP&GHP, Produce GAPs Harmonized, Harmonized GAP Plus+, Produce Safety Alliance Growers, ISO and USDA Internal Auditor, etc.
- C. Capability and experience in developing a curriculum for GroupGAP training program (e.g., GAP, GroupGAP, FSMA and other food safety-related requirements) and delivering training courses in-person or through the use of on-line tools.
- D. Capability in Quality Assurance standards such as ISO 9001:2015, particularly in creating, developing, and implementing a Quality Management System (QMS) for GroupGAP.
- E. Ability to create, develop and implement a Food Safety Plan for individual farmers and/or GroupGAP members.
- F. Capability and experience in establishing, implementing, and managing a GroupGAP food safety training program in the State.
- G. Ability to foster collaboration among small and medium-sized growers/farmers across the state, food hubs, cooperatives, other regional stakeholders, non-governmental partners and organizations, food industry experts, and government agencies.
- H. Knowledge of federal, state, and local regulations governing food safety.
- I. Ability to meet all USDA requirements and maintain a yearly participation in the USDA GroupGAP program.

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 four (4) years ending no later than June 23, 2028, beginning on the effective date of the contract or date of notice to proceed, approximately June 24, 2024 or similar.

2.5 Contract Administrator

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

3.3 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.

3.4 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.

3.5 Property of State

All proposals become the property of the State of Hawaii.

3.6 RFP Amendments

HDOA 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.

3.7 Confidential Information

1. The name of offerors, the names of individuals identified in the proposals, the content of proposals, and the committee evaluations of proposals will be kept confidential during the evaluation process, except to those involved in the evaluation and award process. Upon posting of award(s), the proposals (both successful and unsuccessful), contracts, and contract files shall be available for public inspection.
2. 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 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.
3. 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.

3.8 Exceptions

Should Offeror take any exception to the terms, conditions, specifications, or other requirements listed in the RFP, 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.

3.9 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 and 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 and Offeror Qualifications.
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.

3.10 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, 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 other costs will be honored. Any unit prices shall be inclusive.

3.11 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, 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 for the transmittal letter template.
 - b. Project Overview and Background – Summarize and highlight clearly and concisely the Offeror's background and objectives including the following:
 - i. Provide the specific issue, problem or need that the proposal will address.
 - ii. Estimate the number of project beneficiaries and impact to the local agricultural community and the State of Hawaii.
 - iii. Describe the innovation that is included in the project, e.g., new technology or process that adds value, etc.
 - iv. Provide a listing of the objectives that this project hopes to achieve.
 - c. Work Plan - The proposal shall address the scope of work in Section 2.2.1 in a work plan as follows:
 - i. Methodology – Describe the scope of work, task and responsibilities including target population to be served and the geographic coverage of the program.
 - ii. Expected Quantifiable, Measurable Outcomes – Describe the measures of effectiveness to assess the program's achievement or accomplishment that will be reported semi-annually or annually to HDOA through which the funds are appropriated (expending agency).
 - a. Expected quantifiable, measurable outcome

- b. Relevance to Objective(s)
 - c. Describe how the data/information will be collected to determine the outcome was met, nearly met or not met.
 - iii. Quality Assurance and Evaluation Plans – Specify how the Offeror plans to monitor, evaluate, and improve their results.
 - iv. Project Timeline – Describe or create a series of projected annual timelines (4-year training program) for accomplishing the expected quantifiable, measurable results or outcomes that shall include the following:
 - a. Expected quantifiable, measurable outcome.
 - b. The action plan to achieve the Outcome.
 - c. The portion of the budget expended to complete the action.
 - d. Point Person to oversee the action plan.
 - e. The dates (month/year) the action will take place and be completed.
 - v. Possible or Predicted Shortfalls or Issues.
 - vi. Recommended changes to specifications or scope of work that may be necessary to yield the results sought by HDOA.
- d. Experience and Qualifications.
- i. Refer to the Offeror Qualifications described in Section 2.2.2.
 - 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 for 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 curriculum for GroupGAP trainings, food safety plans, Quality Management System manual, publications, articles, manuscripts, etc. related to food safety including certifications completed.
 - vii. List of projects that your organization has undertaken or completed in the past five (5) years which highlight knowledge and proficiency with food safety related training and certification such as USDA GAP/GHP, Harmonized GAP, Produce Safety Alliance Grower Training, GroupGAP

training program, etc. Provide evidence of completed GroupGAP trainings and certifications.

- viii. 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.
- ix. 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.
- x. 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).
- xi. 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).
- xii. 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).

e. Pricing/Budget.

- i. The proposal shall be priced not to exceed \$350,000.00 and the duration of the GroupGAP training program is four (4) years with a yearly budget not to exceed \$87,500.00. Include a budget that provides 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.
- ii. 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.
- iii. 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 (salary/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, 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 (F&A) 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.

f. Exceptions.

See Section 3.8, Exceptions.

3.12 Receipt and Register of Proposals

Competitive Sealed Proposals for GroupGAP Food Safety Training Program 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 April 19, 2024 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 HlePRO. 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.

3.13 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.

3.14 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 shall 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.

3.15 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.

3.16 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.

3.17 Mistakes in Proposals

1. Mistakes shall not be corrected after award of contract.
2. When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer should request the Offeror to confirm the proposal. If the Offeror alleges mistake, 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 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 effect on price, quality, or quantity. If discussions are not held or if BAFO upon which award will be made have been received, the Procurement Officer may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the STATE. Examples include the failure of an Offeror to: return the number of signed proposals required by the request for proposals; sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound; or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality or quantity.

3.18 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 if 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.

3.19 Certification

By submitting a proposal, each Offeror certifies under penalty of perjury that:

- a) Its submission is not the result of collusion or any other activity that would tend to influence the selection process directly or indirectly.
- b) The Offeror is able or will be able to comply with all requirements of this solicitation at the time of contract award.
- c) Offeror certifies all statements in the proposal are true.
- d) Neither Offeror, its employees, nor any affiliated firm providing the requested goods and services has prepared plans, specifications, terms, or requirements for this solicitation, or has any other actual or potential conflict of interest.
- e) The Offeror is aware of the provisions of the Hawaii Government Code relating to conflict of interest of public officers and employees and is unaware of any financial or economic interest of any County or State officer or employee relating to this solicitation.

**Section Four
Evaluation Criteria**

4.1 Evaluation Criteria

Evaluation criteria and the associated points are listed below. 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 proposal shall demonstrate that the Offeror understands the goals of the RFP and is able to meet the requirements listed in the RFP. The total number of points used to score a proposal is 100.

1. Project Overview and Background ----- 10 points
 - a. See Section 3.11 Proposal Contents, 6.b for description of evaluation criteria for project overview and background.

2. Work Plan ----- 40 points
 - a. See Section 3.11 Proposal Contents, 6.c for description of evaluation criteria for work plan.

3. Experience and Qualifications ----- 25 points
 - a. See Section 3.11 Proposal Contents, 6.d for description of evaluation criteria for experience and qualifications.

4. Pricing/Budget ----- 25 points
 - a. See Section 3.11 Proposal Contents, 6.e for description of evaluation criteria for pricing/budget.

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 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 Multiple Award Contract

This is a multiple award contract, and the award will be made to the top-two-highest-rank-responsible Offerors whose proposals are 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. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Worker's Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and
6. §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

The State will verify compliance on 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 as 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, 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 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 Acceptance Period

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 a 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 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 on the Notice to Proceed.

The Contractor shall be required to execute a supplement to the contract for 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 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 up expiration.
4. The certificates of insurance shall contain the following clauses:
 - a. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
 - b. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."
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, upon the Contractor performing deliverables or meeting specific milestones as agreed in the project plan. Submittal for payments and review by State shall be 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 invoice or satisfactory completion of contract 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 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, 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 4: GENERAL CONDITIONS, FORM AG-008 103D

Attachment 1: OFFER FORM, OF-1

**REQUEST FOR PROPOSALS NO. RFP-202403-QAD
GROUPGAP FOOD SAFETY TRAINING PROGRAM
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 is 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, dated 4/15/09 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:

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-202403-QAD
GROUPGAP FOOD SAFETY TRAINING PROGRAM
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 \$350,000.00. 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 1.4, 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 shall 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 1.4, 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 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.