

REQUEST FOR PROPOSALS (RFP) NO. 24-0064

FOR

CATERED CHILDREN'S MEAL SERVICES

FOR

UNIVERSITY OF HAWAI'I AT MĀNOA CHILDREN'S CENTER

UNIVERSITY OF HAWAI'I

HONOLULU, HAWAI'I

APRIL, 2024

BOARD OF REGENTS

UNIVERSITY OF HAWAI'I

HONOLULU, HAWAI'I

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## NOTICE TO OFFERORS

The University of Hawaii RFP No. 24-0064, to Provide Catered Children's Meals Services for University of Hawai'i at Mānoa Children's Center is issued and will be awarded through the State of Hawaii's electronic procurement system (HlePRO). **All proposal responses must be submitted electronically through HlePRO no later than 2:30 p.m., MAY 17, 2024.** Proposal received after the due date and time or received in a form other than electronically through HlePRO will not be considered.

Offerors are advised that they should not wait until the last minute to submit their proposal through HlePRO. Offerors are solely responsible for ensuring that their electronic submission through HlePRO is complete and all necessary files are attached to their offeror prior to the RFP due date and time. The University shall not be responsible for any delay or failure of any Offeror to submit any materials updated through the RFP process on a timely basis.

### **Electronic Procurement**

Offerors interested in responding to this electronic solicitation must be registered on HlePRO. To register, visit the following link: [https://hiepro.ehawaii.gov/videos/video/vendor\\_registration.html](https://hiepro.ehawaii.gov/videos/video/vendor_registration.html). Reference the Vendor Quick Reference Guide for additional information at <https://hiepro.ehawaii.gov/static-resources/VendorQuickReferenceGuide.pdf>.

HlePRO will be the system of record for the issuance of the RFP, to receive the proposal requirements, issue Amendments, and make award for the RFP. Amendments and other information and materials provided through HlePRO, may include additions or changes with respect to the due date and time.

Special instructions in HlePRO related to this solicitation are incorporated herein and made a part of this RFP through reference. Offerors shall review all special instructions located in HlePRO.

### **Questions and Clarifications**

All questions and requests for clarifications must be submitted electronically through HlePRO. Questions must be submitted by **APRIL 24, 2024**. Responses will be posted on **MAY 1, 2024**.

The University may refuse to answer any questions received outside of HlePRO or after the Questions/Answers deadline.

David Lassner  
President, University of Hawai'i

Posting Date: **APRIL 17, 2024**

***vendors are responsible for notifying the Procurement Specialist Scott Shimoda (e-mail:Scottmhs@hawaii.edu) for accessibility concerns related to this RFP.***

NOTICE TO OFFERORS

## **SECTION 1 ADMINISTRATIVE OVERVIEW**

### **1.1 INTRODUCTION**

This is a Request for Proposals (RFP) issued by the University of Hawai'i to solicit proposals from Offerors who wish to be considered to provide Catered Children's Meal Services for the University of Hawai'i at Mānoa Children's Center (hereafter referred to as "UHMCC" or the "University").

The overall objective of this RFP is to select ONE (1) Offeror to assist the University in providing the most effective and responsive prepared meal services.

### **1.2 AUTHORITY**

This Request for Proposals (RFP) is issued under the provisions of the Hawai'i Revised Statutes, Chapters 103 and 103D. All prospective Contractors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective Offerors shall constitute admission of such knowledge on the part of such prospective Offerors.

### **1.3 RFP ORGANIZATION**

This RFP is organized into the following sections:

Section 1, Administrative Overview -- Provides Offerors with general information on the objectives of this RFP, procurement schedule, and procurement overview.

Section 2, Scope of Work -- Provides Offerors with a general description of the tasks to be performed, delineates University and Offeror's responsibilities, and defines deliverables.

Section 3, Proposal Requirements -- Describes the required format and content for the Offeror's proposal.

Section 4, Criteria to Evaluate Proposals -- Describes how proposals will be evaluated by the University of Hawai'i.

Section 5, Special Provisions -- Provides Offerors the terms and conditions under which the work will be performed.

#### 1.4 SCHEDULE OF KEY DATES

The schedule of key dates set forth herein represents the University's best estimate of the schedule that will be followed. Any of the dates listed below may be changed at any time at the sole discretion of the Director, Office of Procurement Management:

RFP Advertised and Issued	<u>April 17, 2024</u>
Closing Date for Submission of Questions	<u>April 24, 2024</u>
University Response to Offeror's Questions	<u>May 1, 2024 (est.)</u>
Closing Date for Receipt of Proposals	<u>May 17, 2024</u>
Proposal Review Period	<u>May 17 – May 31, 2024 (est.)</u>
Contractor Selection and Award	<u>May 31 – June 15, 2024 (est.)</u>
Contract Start Date	<u>July 1, 2024 (estimated)</u>

#### 1.5 SUBMISSION OF QUESTIONS

Offerors may submit questions via HlePRO. The deadline for submission of questions is no later than 2:30 p.m., Hawaii Standard Time, on April 24, 2024.

Responses to question submitted via HlePRO will be made no later than 4:00 p.m., Hawaii Standard Time, on May 1, 2024

#### 1.6 SUBMISSION OF PROPOSALS

Offerors shall read, complete, and submit all required information as specified in the Request for Proposals. All proposals must be submitted via HlePRO by the date and time specified on the NOTICE TO OFFERORS. No hardcopy proposals will be accepted.

#### 1.7 COSTS FOR PROPOSAL PREPARATION

Any costs incurred by Offerors in preparing or submitting a proposal shall be the Offeror's sole responsibility.

#### 1.8 DISQUALIFICATION OF PROPOSALS

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

An Offeror may be disqualified and the proposal may be automatically rejected for any one or more of the following reasons:

1. The proposal shows any noncompliance with applicable law.
2. The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.
3. The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.
4. The Offeror is debarred or suspended.

#### 1.9 PROCUREMENT OFFICER

This RFP is issued by the Office of Procurement Management, University of Hawai'i. The Procurement Officer responsible for overseeing the contract is Karlee Hisashima, Interim Director of the Office of Procurement Management.

#### 1.10 TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The individual listed below is the Technical Representative of the Procurement Officer (TRPO):

Jeffrey Bock, Director  
University of Hawai'i at Mānoa Children's Center  
University of Hawai'i  
2600 Campus Road, QLCSS # 414 407  
Honolulu, Hawai'i 96822  
Telephone: (808) 956-7963  
E-Mail: [jbock@hawaii.edu](mailto:jbock@hawaii.edu)

#### 1.11 ISSUING OFFICER

The individual listed below is the issuing officer and the official contact for all communication regarding this RFP:

Scott Shimoda, Procurement Specialist  
Office of Procurement Management  
University of Hawai'i  
1400 Lower Campus Road, Room 15  
Honolulu, Hawai'i 96822  
Telephone: (808) 956-8674  
E-Mail: [scottmhs@hawaii.edu](mailto:scottmhs@hawaii.edu)

1.12 CHANGES TO OFFEROR'S FEE

It is recognized that audit disallowances and other changes may require adjustments in the compensation due to the Offeror. In the event that future actions would either disallow or minimize the payments already made to the Offeror, the Offeror shall assist the University in defending the correctness of the claim for reimbursement. If the disallowance or adjustment is upheld, then the Offeror will participate in the payback to the extent the amount of the disallowance or adjustment contributed to the total fee received by the Offeror. Payment to the University shall be made within THIRTY (30) calendar days from which official notice is received by the Offeror from the University.

1.13 RFP AMENDMENTS

The University reserves the right to amend the RFP any time prior to the closing date for best and final offers.

1.14 AWARD ON INITIAL PROPOSALS

The University may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best terms.

1.15 AVAILABILITY OF FUNDS

Offerors are advised that the award of this contract is contingent upon availability of funds. If funds are not available, the University reserves the right not to make award of this contract.

1.16 NOTICE TO PROCEED

The University shall not be responsible for work done, even in good faith, prior to the University's Notice to Proceed unless specific provisions are made in the contract.

1.17 RFP SUBMITTALS BECOME PROPERTY OF THE UNIVERSITY

All proposals and other material submitted shall become the property of the University and may be returned only at the University's option.

## SECTION 2

### SCOPE OF WORK

#### 2.1 OBJECTIVE AND OVERVIEW

The University of Hawai'i at Mānoa Children's Center is seeking proposals from qualified firms to provide catered children's lunch meals in accordance with the USDA Food Program Regulations 7 CFR 226.20 (as administered by the Office of Hawai'i Child Nutrition Programs), USDA Food Program Regulations 7 CFR 226.21 (also administered by the Office of Hawai'i Child Nutrition Programs), Hawai'i Department of Health regulations (HRS Chapter 11-50), Hawai'i Department of Human Services (HRS Chapter 892.1), and all other state and federal regulation regarding the creation and service of food to young children.

#### 2.2 CURRENT OPERATIONS

The University of Hawai'i at Mānoa Children's Center ("UHMCC") operates under the auspices of the Division of Student Success and has academic affiliations with the College of Education, the College of Tropical Agriculture & Human Resources, and multiple departments throughout the University system. The UHMCC is supported by parent fees on a sliding scale, state general funds, donations, grants, and fundraising. The UHMCC is licensed by the Hawai'i Department of Human Services, and accredited by the National Association for the Education of Young Children (NAEYC). We enroll between 100 and 124 full-time students at our main site on the University of Hawai'i at Mānoa main campus.

A two-hour rest time is also available to each child daily. The UHMCC promotes healthy habits in collaboration with family practices and current research in the Early Childhood field.

The UHMCC services children from age 2 years to 5 years of age, including children with special needs. We are working on moving our age of entry down to 1 year of age. We serve children of all ethnicities and religious backgrounds. The food program menu reflects the diverse background of children enrolled in the program, and is designed to pair with and enhance our curriculum as it relates to culture and wellness.

#### 2.3 GENERAL REQUIREMENTS FOR FOOD SERVICE

##### A. List of Meals

##### 1) Lunch

All meals must meet the guidelines set forth by the USDAA Child and Adult Care Food Program (CACFP). Current regulations can be found at CACFP's website at <https://www.fns.usda.gov/cacfp/regulations>. Contractor is charged with keeping abreast of and adhering to the current regulations as they are updated.



## B. Production

Meals are prepared and delivered in bulk following a monthly menu and standardized recipes consistent with nutrition standards established by the USDA in 7 CFR 226.20.

### 1) Permits

Contractor shall have the required Hawaii State Department of Health green health certification (“Green Placard”) and applicable building, safety, and sanitation permits for the facilities it uses to prepare meals to ensure all state health and sanitation requirements are met at all times. Contractor shall operate in accordance with current standards established by the USDA (CACFP) regulations, 7 CFR 226.21.

### 2) Menu

Meal menus will be developed in collaboration with and approved in advance by the University to insure nutritional standards, variety, age suitability, and connection to the wellness and cultural aspects of the curriculum to promote a balanced lifestyle and good eating habits. Fresh fruit and vegetables must be menu components. All meals must meet all nutritional requirements as established by the USDA (CACFP) regulations, 7 CFR 226.20. Desserts and sugary snacks are not included in any menu.

Meal menus are established on a FOUR (4) week rotation. Days in which services are not required (holidays and other planned closings) for a single day or two consecutive days will have that day deleted from the menu pattern. Breaks in which services are not required for a full week (spring and winter breaks and intersession) will have that week deleted from the menu pattern (e.g., Week A, break, Week C).

### 3) Ordering

UHMCC places orders based on the meal pattern guidelines designated for children ages 3 to 5 years old. Orders cover one week of meal service. Components not requiring processing, such as individually packaged cheeses, may be delivered in the beginning of the week for use later in the week.

All special meals requested by UHMCC shall be submitted to the Contractor no later TWO (2) days prior to delivery required date and will be subject to the Contractor’s acceptance based on its ability to provide the special service. This notice shall include any specific instructions for preparation.

### 4) Preparation

Donated commodities will not be used in the preparation of meals. Contractor shall conform to all health, sanitation, and service requirements as specified by local and state agencies. Contractor may not subcontract for the total meal, with or without milk, or for the assembly of the meal.

## 5) Packaging & Delivery

Each menu component shall be delivered within the temperature required by the Hawai'i Department of Health, and shall adhere to the following delivery schedules or as approved by the University:

### a. Bulk Packaged Meals

If meals are packaged in bulk, delivery shall be completed between:

- 8:30 am - 9:30 am for lunch meals
  - Subject to the University's approval, manufacturer-sealed products, such as cereal bowls, may be delivered with a prior day's delivery.

Delivery shall be made to 1776 University Avenue, Honolulu, Hawai'i 96822. Location is subject to change but shall remain within a THREE (3) mile radius of stated address.

## C. Calendar Year

UHMCC follows the University of Hawai'i at Mānoa academic calendar. Established holidays in which no food service is required includes:

- 1) Statehood Day
- 2) Labor Day
- 3) Election Day
- 4) Veterans Day
- 5) Thanksgiving Day
- 6) Thanksgiving Friday
- 7) Martin Luther King, Jr. Day
- 8) Presidents Day
- 9) Kūhiō Day
- 10) Good Friday
- 11) Memorial Day
- 12) Kamehameha Day
- 13) Independence Day

Additionally, UHMCC observes the breaks and intersessions established by the University of Hawai'i at Mānoa academic calendar. Actual dates for these breaks vary. No food service is required during these times. Breaks and intersessions include:

- 1) Winter Break, which includes Christmas and New Year's Day
- 2) Spring Break
- 3) Summer intersession between the end of Summer Session II and the Fall Term

## D. Training and Documentation

- 1) Training:  
Contractor shall maintain any training, professional development, or other certificated or non-certificated education required based on Hawai'i State Department of Health or USDA CACFP regulations for their employees.

2) Records:

Contractor shall maintain such records as follows to document food costs and production.

- a. Delivery invoices signed by the University certifying that quantities and quality meet specification.
- b. Itemized statements showing quantities, unit prices, and total bill for food delivered each month.
- c. Receipts for payment of food services.
- d. Records of discounts if not reflected on itemized bill.
- e. Menu and production records reflecting actual types and amounts of food delivered, following USDA (CACFP) regulations, 7 CFR 226.20.
- f. Cycle menus to be used. If these are changed during the contract period, revised menus shall be submitted to the University.
- g. These records shall be available for inspection and audit by representatives of UHMCC and/or the University of Hawai'i at any reasonable time and place for a period of three and one third (3-1/3) years from date of receipt of final payment under the contract or until any audit by the aforementioned agencies is completed, whichever is later.

E. Customer Support

Offerors shall address their company's service capabilities as they relate to the following issues and questions:

- 1) Describe order procedures and mechanisms for order changes. Describe how the University could purchase additional components on an ad hoc basis. Describe how adjustments to standing volume orders can be made and the timing that would be required to make these changes.
- 2) Describe how customer support is handled during implementation and on-going services. This would include handling rejected components for quality or temperature issues.
- 3) Describe your company's communication methods for reporting production problems with program administrators. Describe the escalation process for problems/issues and who can trigger the process.
- 4) Describe how your company assesses nutritional values for each menu day, and if this includes a licensed nutrition specialist.
- 5) Describe your company's performance indicators. Describe the key performance measures your company tracks.

2.4 MINIMUM QUALIFICATIONS OF CONTRACTOR

- A. Contractor is capable of producing the quantity and quality of food required in facilities permitted to function in this capacity by the Hawai'i Department of Health.
- B. Contractor has the communication capacity to answer questions, take order change, respond to delivery errors, and verify invoices.
- C. Contractor has the capability to reliably deliver food within the designated time at the designated location.

- D. Contractor has the capability to control and maintain appropriate food temperatures as designated by the Hawai'i Department of Health to time of delivery.
- E. Contractor has the capability to consistently handle food in accordance to food safety guidelines and regulations established by the Hawai'i Department of Health, and regularly trains all production and delivery staff on these standards.
- F. Contractor possess all trade, professional, or business licenses as may be required for the work required in this RFP.
- G. Contractor shall have three (3) or more years of experience in the field, and can provide three (3) references from clients who can attest to the quality and reliability of the service and product provided.
- H. Contractor is capable of providing specialized meals for children with allergies as part of a regular special-order process.
- I. Contractor is capable of providing unitized meals for children as part of a special-order process.
- J. Contractor is capable of providing a 4-week or more menu rotation.
- K. Menu items provide allergen identification and carbohydrate counts for each recipe used.
- L. Contractor is capable of reasonably working with UHMCC to adjust menu items and develop a menu rotation that better fits the cultural needs of the children being serviced.
- M. Contractor is capable of sourcing some menu components using fresh fruits and/or vegetables that are locally sourced.
- N. Costs of products and services are reasonable.

## 2.5 MINIMUM REQUIRED FOR PRODUCT

UNIVERSITY requires a licensed, permitted Contractor that will consistently provide the following product:

- A. Food Quality:
  - 1) Food will be safe for consumption and free of pests and mold.
  - 2) Food will be properly cooked to safe temperatures or chilled to 40° or below as defined by USDA (CACFP) nutrition standards 7 CFR 226.20.
  - 3) Food will be reasonably seasoned and tasty, without being overcooked or burnt, following standardized recipes.
- B. Food Quantity:
  - 1) All quantities stated are provided as an estimate and does not imply a guarantee of

minimum order. The number of meals will vary from day to day. Advanced orders will be placed so an appropriate number of meals can be produced and delivered each service day.

2) Food quantities will be accepted based on the advanced number ordered.

C. Food Transport:

1) Safe temperatures as defined by USDA (CACFP) nutrition standards 7 CFR 226.20 are maintained throughout the delivery process.

2) Food shall be delivered in sealed or covered containers in good condition and cleanliness, and in a manner that supports maintenance of safe temperatures.

3) Food shall be delivered.

## 2.6 CONTRACTOR'S RESPONSIBILITIES

A. The Contractor shall ensure that there is sufficient trained staff to provide a consistent, quality product in the quantity required.

B. The Contractor shall ensure that each menu component is prepared and delivered according to the agreed upon menu plan.

C. The Contractor shall ensure that prepared food is delivered safely, at appropriate temperatures, and within the agreed time period.

D. The Contractor shall ensure that procurement and production records are complete and available for periodic review and reporting.

## 2.7 UNIVERSITY'S RESPONSIBILITIES

A. UHMCC will receive delivery of prepared meals and in a timely fashion that maintains food safety.

B. UHMCC food program administrator or assigned designee shall coordinate with the Contractor to provide regular ordering information, and any adjustments to specific meals or menus.

C. UHMCC food program administrator shall be the communication liaison between the Contractor and the University, and reporting to the USDA.

## 2.8 CONTRACT SCHEDULES

The Contractor shall provide the services and complete the implementation (subject to satisfactory acceptance by the University) within **THIRTY (30)** calendar days from the date designated in the Notice to Proceed.

## SECTION 3

### PROPOSAL REQUIREMENTS

#### 3.1 INTRODUCTION

This section indicates the proposal requirements for this RFP which shall be submitted by the deadline set for submission of proposals. Fulfillment of all proposal requirements listed is mandatory for consideration of proposals.

The Proposal shall include all of the information set forth in the following Sections 3.2 to 3.8.

#### 3.2 PROPOSAL CHECKLIST (Appendix A)

The Proposal Checklist shown in Appendix A shall be submitted in accordance with Section 1.6, SUBMISSION OF PROPOSALS.

#### 3.3 PROPOSAL LETTER (Appendix B)

The Proposal Letter shown in Appendix B shall be signed by an individual authorized to legally bind the Offeror, dated, and be affixed with the corporate seal (if corporate seal is available). If said individual is not the corporate president, evidence shall be submitted showing the individual's authority to bind the corporation. The fully executed proposal letter shall be submitted along with the proposal.

#### 3.4 FULFILLMENT CAPABILITIES

Offerors shall address their company's production capabilities as referred to in Section 2.5 and 2.6, and their capabilities, including the following issues and questions:

- A. **Advanced Menu Ordering:**  
Describe how much advanced time your company will need to prepare and fill a weekly menu order. This should include your company's ability to deal with periodic changes to volume order.
- B. **Ingredient Procurement and Storage:**  
Describe how your company procures and maintains ingredients for food production. Of particular interest is how long fresh ingredients are stored, the ability to safely store these ingredients until use, and the plan for dealing with the rejection of low quality ingredients to minimize the effect on fulfilling the agreed to menu item.
- C. **Menu Changes:**  
Describe your company's plan for dealing with temporary changes to menu components. This may include minor component changes due to availability (e.g., switching from apples or oranges), or changes to standardized recipes due to ingredient procurement issues. This plan must include how and when UHMCC will be

informed of these issues.

- D. Component Rejection:  
Describe how your company plans to deal with a menu component rejected upon delivery for quality issues (e.g., out of safe temperature range, burnt, excessively over salted).

### 3.5 TRAINING, CUSTOMER SERVICE & SUPPORT, CREDENTIALS

Offerors shall address their company's training and documentation methods as they relate to 2.3 D, customer service & support as they relate to 2.3 E, and state how their company satisfies all permitting and licensure requirements.

### 3.6 COMPANY PROFILE

- A. Provide your company's mission statement and organization chart.
- B. Describe your company's organizational and strategic commitment to support healthy eating habits.
- C. State the number of years your company has been in operation.
- D. Describe how your company has provided a successful food program with multiple entities of similar size, complexity and business volume. How did your company measure this success?
- E. Describe what differentiates your service from that of other providers.
- F. Describe how your company will keep your system current and competitive.

### 3.7 COSTS (Appendix C)

All unit costs shall be shown as price per head count for the respective meal category, for FIVE (5) years from the project start date, and shown in Appendix C, Cost Proposal. Prices shall be all-inclusive, including but not limited to any overhead costs, delivery, taxes, and fees. Prices shall be held firm and honored through the effective periods of the contract with no option of price escalation from those prices stated on Offeror's proposal.

### 3.8 REFERENCES (Appendix D)

- A. Complete Appendix D, References.  
  
Provide references from at least THREE (3) current clients. It is desirable to list all references from education institutions who use your company's service.
- B. For each reference institution, furnish the organization name, address, phone number, email and title of at least ONE (1) individual currently employed who is

responsive and able to answer questions.

- C. The University reserves the right to contact the reference provided and to reject a proposal submitted by any Offeror whose performance on other projects has been unsatisfactory.



## SECTION 4

### CRITERIA TO EVALUATE PROPOSALS

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly, and impartially. Contracts will be awarded to responsive, responsible Offerors whose proposals are determined in writing to be the most advantageous to the University taking into consideration the evaluation factors set forth in this RFP.

A committee will evaluate and score each proposal submitted based on the following criteria:

#### 4.1. REVIEW OF MINIMUM REQUIREMENTS

In order to be considered for evaluation, a proposal must be complete, and meet all required components.

The purpose of this phase is to determine whether an Offeror's proposal is sufficiently responsive to the RFP to permit a complete evaluation. Each proposal will be reviewed for responsiveness. Only those proposals meeting the minimum requirements will be considered for evaluation.

#### 4.2. EVALUATION PROCESS

A committee will conduct an evaluation of all proposals which meet the minimum requirements and will collectively score each proposal submitted based on the criteria set forth below:

- General Requirements for Food Service	45%	45 points
- Company Profile, Training, Support, Credentials	20%	20 points
- Costs	20%	20 points
- References	15%	15 points
<b>Total Maximum Points</b>	<b>100%</b>	<b>100 points</b>

Special consideration will be given to the Contractor who can periodically provide unitized, packaged lunches that can be off-menu (e.g., brown bag turkey sandwich lunch) for some child groups with reasonable advanced request. Such lunches must continue to meet the requirements in USDA (CACFP) regulations, 7 CFR 226.20. Contractors will be given additional evaluation points if food items are sourced locally and if they provide allergen identification and carbohydrate counts for each recipe used

#### 4.3 AWARD

Award of the contract, if awarded, shall be made to the Offeror receiving the highest score.

#### 4.4 PRICE EVALUATION FORMULA

The proposal that offers the lowest price for this section shall receive the designated maximum available points for this particular section. The points allocated to higher priced proposals, for each particular section, shall be equal to the lowest proposal price multiplied by the maximum points available, divided by the higher proposal price.

Example:

Offeror A's Total Price: \$5,000 (Lowest Price) - Awarded 20 Points (maximum points).

Offeror B's Total Price: \$6,000 (Higher Price) - Awarded 16.67 Points (see calculation).

Offeror C's Total Price: \$7,000 (Highest Price) - Awarded 14.29 Points (see calculation).

Calculation:

Since Offeror A offers the lowest price, Offeror A receives the 20-point maximum. For Offerors B and C, the awarded points would be calculated as:

$$\text{Offeror B: } 20 \times \$5,000 / \$6,000 = 16.67 \text{ pts.}$$

$$\text{Offeror C: } 20 \times \$5,000 / \$7,000 = 14.29 \text{ pts.}$$

**SECTION 5**  
**SPECIAL PROVISIONS**

5.1 SCOPE

The Catered Children's Meal Service shall be in accordance with the terms and conditions of RFP No. 24-0064 and the General Provisions dated August, 2018 included by reference. Copies of the General Provisions are available at the Office of Procurement Management, University of Hawai'i, 1400 Lower Campus Road, Room 15, Honolulu, Hawai'i 96822 or the General Provisions may be viewed at: <https://www.hawaii.edu/procurement/vendor-info/terms-and-conditions/general-provisions-for-goods-and-services/>

5.2 REFERENCES

The University reserves the right to contact the references named in Appendix F, REFERENCES, and to reject a proposal submitted by any Offeror whose performance on other projects has been unsatisfactory.

5.3 CONTRACT INVALIDATION

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

5.4 OPENING OF PROPOSALS

Proposals will be opened at the date and time specified in Subsection 1.4, SCHEDULE OF KEY DATES, or as amended, at the proposal submittal office. The proposal opening will not be open to the public. Proposals may be available for public inspection upon notice of award and shall be available for public inspection after the contract is signed by all parties.

5.5 BEST AND FINAL OFFERS

Priority-listed offerors may be afforded the opportunity to submit best and final offers as determined by the University. The Priority-listed offerors will be based on section 4.2 of the evaluation process. If the University requests best and final offers, and the priority-listed offerors do not submit a new offer, their immediate previous offer shall be considered as their best and final offer. If best and final offers are requested, and after best and final offers are received, final evaluations will be conducted by the University for purposes of award of the contract.

5.6 INSURANCE

Contractor shall, during the entire term of this Contract, at no cost to the University, procure and maintain, or cause to be procured and maintained, the following insurance described below, issued by an insurance company or companies authorized to do business in the State of Hawai'i with at least an A – VII Financial Rating according to the current edition of Best's Key Rating Guide:

A. Required Insurance Coverage.

Commercial General Liability Insurance. Commercial general liability insurance written on occurrence basis covering claims with respect to injuries or damages to persons or property sustained as a result of the activities of the Bidder and/or the Bidders Agents, within, on, or about the Premises and/or the University Campus, with limits not less than the following:

Bodily Injury and Property Damage Combined Single Limit	
\$1,000,000.00 Each occurrence	
\$2,000,000.00 General Aggregate per policy year	
\$2,000,000.00 Products and Completed Operations Aggregate per policy year	
Personal/Advertising Injury – Each occurrence	\$1,000,000.00
Medical Expenses -- Any one person	\$5,000.00
Damage to Rented Premises – Each occurrence	\$250,000.00

Personal/Advertising Injury coverage shall include coverage for mental injury, sexual harassment, sexual molestation or misconduct, invasion of privacy, and wrongful detention.

Such limits may be achieved through the use of umbrella/excess liability insurance sufficient to meet the requirements of this paragraph 5.6 (Insurance) covering the Contractor's conduct of the Concession on or within the Premises and/or the University Campus and all of the activities and operations of the Contractor and the Contractor Agents in connection therewith.

B. Automobile Insurance. Automobile Liability Insurance to include coverage for any owned, non-owned, leased, or hired automobiles with limits of not less than the following:

Bodily Injury – Per Person	\$1,000,000.00
Bodily Injury – Per Accident	\$1,000,000.00
Property Damage – Each Accident	\$1,000,000.00
Basic No-Fault Insurance	As required by Hawai'i law

In the event there is a change in Hawai'i law regarding financial responsibility and insurance requirements of automobile owners or users which make this requirement obsolete, the University shall have the right to impose a new requirement consistent with the then Applicable Laws.

C. Workers' Compensation Insurance. Workers' Compensation insurance with respect to work by employees of the Contractor and the Contractor Agents on or about the Premises and/or the University Campus, with coverage, amounts, and limits as required by law.

D. Employers Liability Insurance: Employers Liability Insurance with limits not less than:

Bodily Injury – Each Accident	\$1,000,000.00
Bodily Injury by Disease – Policy Limit	\$1,000,000.00
Bodily Injury by Disease – Each Employee	\$1,000,000.00

The Contractor shall ensure that the Contractor Agents (if any) obtain workers compensation and employer's liability insurance with the limits described herein to cover the work performed.

E. Pollution Liability Insurance. If required by the University in the event Hazardous Materials (as defined herein) are or may be involved or used, Pollution Liability insurance coverage with a combined single limit coverage of at least \$1,000,000 per occurrence which shall cover environmental liabilities, including, without limitation, claims for bodily injury, property damage, environmental damage, and remediation costs resulting from pollution conditions caused by the Bidder or the Bidder Agents and/or the conduct of the Concession.

F. Common provisions. Each insurance policy that Contractor and/or any of the Contractor Agents are obligated to obtain under this Agreement shall be subject to the following:

- 1) Notice of changes. Contractor will be required to notify the University of any cancellation, limitation in scope, material change, or non-renewal of any insurance coverage right away (but no later than five (5) business days of receiving notice from the insurer).
- 2) The University insurance not primary. Insurance obtained by Contractor and/or any Contractor Agents pursuant to this Agreement will be primary and any University insurance will apply only in excess of and not contribute with such insurance obtained by Contractor and/or any Contractor Agents.
- 3) Name the University as an additional insured. The University shall be named as an additional insured on all insurance coverage that Contractor and/or any Contractor Agent is required to obtain under this Agreement except for workers compensation and employers liability insurance.
- 4) Waiver of subrogation. All insurance obtained by Contractor will contain a waiver of subrogation endorsement in favor of the University.
- 5) The University is not required to pay premiums. Contractor and Contractor Agents will be responsible for paying all costs associated with obtaining the required insurance coverage described in this Agreement, including all premiums. The University will not be responsible for paying any such costs.
- 6) Acceptable deductibles. The terms and amounts of any deductibles for the required insurance coverage under this Agreement must be reasonable and acceptable to the University based upon the type of insurance involved and the conduct of the Concession.

G. Deposit insurance certificates. Contractor will timely deposit and keep on deposit with the University, certificates of insurance necessary to satisfy the University that the insurance requirements of this Agreement have been and continue to be satisfied during the term of the Agreement.

- H. The University may cure failure to obtain/maintain insurance. If Bidder fails to provide and maintain the insurance required by this Agreement after written notice to comply from the University, the University may, but shall not be required to, procure such insurance at the sole cost and expense of Contractor, who shall be obligated to immediately reimburse the University for the cost thereof plus ten percent (10%) to cover the University's administrative overhead.
- I. Lapse in insurance constitutes a breach. Any lapse in, or failure by Contractor or any Contractor Agents to procure and maintain the insurance coverage required under this Agreement, at any time during and throughout the term of this Agreement, shall be a breach of this Agreement and the University may terminate the rights of Contractor and all Contractor Agents to conduct the Concession.
- J. Insurance shall not limit Contractor liability. Obtaining the required insurance coverage will not be construed to limit Contractor's liability hereunder or to fulfill Contractor's indemnification, defense, and hold harmless obligations under this Agreement. Notwithstanding the required insurance coverage, Contractor shall be obligated for the full and total amount of any damage, injury, or loss arising from acts or omissions of Contractor and/or the Contractor Agents.
- K. The University may adjust insurance requirements. The University may, upon reasonable notice and reasonable grounds, increase or change the form, type, coverage, or coverage limits of the insurance required hereunder, in which event Contractor shall, and shall cause the Contractor Agents to, obtain insurance, as modified. The University's requirements shall be reasonable and shall be designed to provide protection against the kind and extent of risks that exist at the time a change in insurance is required. Contractor shall satisfy all the University's risk management requirements that are in effect as of the Effective Date and as may be amended from time to time.

## 5.7 CANCELLATION OF RFP

This RFP may be cancelled and any or all proposals may be rejected in whole or in part when it is deemed to be in the best interest of the University.

## 5.8 CONTRACT INVALIDATION

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

## 5.9 ADVERTISING

The Contractor agrees not to use the existence of this contract or the name of the University of Hawaii as part of any commercial advertising.

## 5.10 TERM OF CONTRACT

The term of contract shall be from the date of Notice to Proceed (on or around July 1, 2024) through June 30, 2025. Thereafter, the contract shall be renewable from year to year, for FOUR (4) additional years, for a maximum contract term total of FIVE (5) years, without the

necessity of rebidding, upon mutual agreement in writing, SIXTY (60) days prior to the annual renewal date, contingent upon the availability of funds. Further, the University may terminate the contract at any time upon NINETY (90) days prior written notice.

5.11 PAYMENT

The Contractor shall be remunerated after acceptable performance monthly for the actual number of meals that are requested and provided. The Contractor shall submit an original and ONE (1) copy of a properly executed invoice for the work performed the previous month by the tenth of each month to, University of Hawai'i at Mānoa, UHMCC, 2600 Campus Road, QLCSS #414, Honolulu, Hawai'i, 96822.

In the event the University discovers discrepancies in the invoices, any such invoices will be returned to the Contractor for resubmission without penalties to the University.

**APPENDIX A**  
**PROPOSAL CHECKLIST**

Offerors **MUST** submit this checklist with all items attached to be considered for evaluation.

1. \_\_\_\_\_ Appendix A, Proposal Checklist
2. \_\_\_\_\_ Appendix B, Proposal Letter
3. \_\_\_\_\_ Appendix C, Offeror's Proposal, including:
  - a) Fulfillment Capabilities, Production, Quality Control, Minimum Required Product, Minimum Qualifications, Ability to Collaborate with UNIVERSITY
  - b) Training, Documentation, Customer Service & Support, Credentials
  - c) Company Profile
4. \_\_\_\_\_ Appendix D, Costing Proposal
5. \_\_\_\_\_ Appendix E, Business Classification Certification Statement
6. \_\_\_\_\_ Appendix F, References



**APPENDIX B  
PROPOSAL LETTER  
UNIVERSITY OF HAWAII**

We propose to furnish and deliver any and all of the deliverables and services named in the Request for Proposals (RFP) No. 24-0064, Catered Children's Meal Services for University of Hawai'i at Manoa Children's Center, University of Hawai'i, Honolulu, Hawai'i.

It is understood that this proposal constitutes an offer.

It is understood and agreed that we have read the University of Hawai'i's specifications described in the RFP and that this proposal is made in accordance with the provisions of such specifications. By signing this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such specifications.

We agree, if awarded the contract, to deliver goods or services which meet or exceed the specifications.

Respectfully submitted,

\_\_\_\_\_  
Legal Name of Offeror

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature (original)      (Typed Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

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

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

\_\_\_\_\_  
Fax No.

\_\_\_\_\_  
Social Security OR Federal Tax Payer ID No.

\_\_\_\_\_  
Hawai'i General Excise Tax License No.

\_\_\_\_\_  
Remittance Address (if different from street address)

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

\_\_\_\_\_  
Location of Offeror's Plant

Offeror is:  Individual       Partnership       Corporation\*       Joint Venture

State of Incorporation:  Hawai'i       Other:

Is Corporate Seal Available In Hawaii:      Yes\*\*      No

\* Attach to this page evidence of authority of the above officer to submit an offer on behalf of the corporation, giving also, the names and addresses of the other officers.

\*\* If yes, affix corporate seal.

**APPENDIX C  
OFFEROR'S PROPOSAL  
UNIVERSITY OF HAWAII**

**APPENDIX D**

**COST PROPOSAL FOR RFP #24-0064**

Complete the worksheet below. Prices shall be all-inclusive. All costs should be listed and projected out FIVE (5) years from the project start date. Quantity is estimated based on TWO-HUNDRED SEVENTEEN (217) service days annually at ONE HUNDRED (100) head count unit per meal segment. Quantities are for proposal evaluation purposes only and not representative of any guarantees of sale.

<u>Cost Element</u>	<u>Year 1 Base Term</u>	<u>Year 2 Optional Extension</u>	<u>Year 3 Optional Extension</u>	<u>Year 4 Optional Extension</u>	<u>Year 5 Optional Extension</u>	<u>Total</u>
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**LUNCH**

Unit Cost per Head Count	\$	\$	\$	\$	\$	
Unit Cost x 21,700 HC	\$	\$	\$	\$	\$	\$

**TOTAL = \$ \_\_\_\_\_**

## APPENDIX E

### BUSINESS CLASSIFICATION CERTIFICATION STATEMENT

**CONTRACTORS: Please complete the information below.** Terms used are taken from the U.S. Small Business Administration (SBA) Rules and Regulations (<https://www.sba.gov/>) and the U.S. Code of Federal Regulations (CFR). The term "controlled" refers to the management and daily operation of the business concern.

The company identified below (check all that apply):

1. \_\_\_\_\_ **IS NOT** a small business concern as defined in the regulations  
(If you checked here, STOP. GO TO CERTIFICATION BELOW.)  
\_\_\_\_\_ **IS a small business concern**, defined as one that is independently owned and operated, is organized for profit, is not dominant in its field, meets the SBA size standard eligibility (see reverse side of this form for examples of size standards), is registered and has its status represented in the U.S. Government's System for Award Management (SAM) database. See <http://www.sba.gov/content/what-sbas-definition-small-business-concern>.
2. \_\_\_\_\_ IS a **small disadvantaged business concern** of which at least 51% is unconditionally and directly owned and controlled by one or more socially disadvantaged and economically disadvantaged persons who are U.S. citizens. See 13 CFR 124.105 for exceptions.
3. \_\_\_\_\_ IS a **women-owned small business concern** of which at least 51% is unconditionally and directly owned and controlled by one or more women who are U.S. citizens. See 13 CFR 127.
4. \_\_\_\_\_ IS a **HUBZone small business concern** that meets the certification eligibility requirements set by the U.S. SBA. See 13 CFR 126.
5. \_\_\_\_\_ IS a **veteran-owned small business concern** of which at least at least 51% is unconditionally and directly owned by one or more veterans or service-disabled veterans. See 38 CFR 74.
6. \_\_\_\_\_ IS a **service-disabled veteran-owned small business concern** of which at least 51% is unconditionally and directly owned by one or more service-disabled veterans. In the case of any publicly owned business, not less than 51% of the stock of which is owned by one or more service-disabled veterans. The management and daily business operations of which are controlled by one or more service-disabled veterans, or in the case of a veteran with a permanent and severe disability, a spouse or permanent caregiver of such veteran. See 13 CFR 125.11 et al.

### CERTIFICATION

I hereby certify the information supplied herein to be true and correct. (Any misrepresentation shall be subject to the provisions stated in item B on the next page.)

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Company Officer

Company Address: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Type of Goods/Services: \_\_\_\_\_

North American Industry Classification System (NAICS) Code: \_\_\_\_\_

A. A small business concern is one that is independently owned and operated, is organized for profit, is not dominant in its field, has a place of business in the U.S., and operates primarily within the U.S. or makes a significant contribution to the U.S. economy. Size standard eligibility is based on the average number of employees for the preceding 12 months or on sales volume averaged over a 3-year period. See 13 CFR 121.201 for size standards identified by NAICS codes. The size standards for a few industries are shown below and are subject to change at any time.

1. SPECIALTY TRADE CONTRACTORS – “Small” if average annual receipts for preceding 3 years do not exceed \$15 million.
2. CONSTRUCTION, GENERAL CONTRACTORS – “Small” if average annual receipts for preceding 3 years do not exceed \$36.5 million.
3. MANUFACTURING – “Small” if 500 employees or less, except for some specific products which will increase the complement of employees to 750 or 1,000.
4. TRANSPORTATION – “Small” if average annual receipts for preceding 3 years do not exceed the amount shown for specific services.  
  
\$27.5 million – general freight trucking, local.
5. WHOLESALE TRADE, DURABLE AND NON-DURABLE GOODS – “Small” if 100 employees or less.
6. RETAIL TRADE – “Small” if average annual receipts for preceding 3 years do not exceed the amount shown for specific products.  
  
\$7.5 million – hardware stores.
7. SERVICES – “Small” if average annual receipts for preceding 3 years do not exceed the amount shown for specific services:
  - a) \$27.5 million – computer systems design services, custom computer programming services \$20.5 million – security guards and patrol services
  - b) \$18 million – janitorial services
  - c) \$38.5 million – passenger car rental
  - d) \$32.5 million – office machinery and equipment rental & leasing
  - e) \$7.5 million – general automotive repair

Annual receipts of a concern which has been in business for less than 3 complete fiscal years means the total receipts for the period the concern has been in business divided by the number of weeks in business, multiplied by 52. See 13 CFR 121.104.

B. Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small business concern, a qualified HUBZone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women in order to obtain a contract to be awarded under the preference programs established pursuant to 15 U.S.C. sections 637(a), 637(d), 638, 644, or 657(a), shall:

1. Be punished by imposition of fine, imprisonment, or both;
2. Be subject to administrative remedies including suspension and debarment; and
3. Be ineligible for participation in a program conducted under the authority of the Small Business Investment Act of 1958

**APPENDIX F**

**REFERENCES**

Institution Name:	
Number of Campuses (if applicable):	
Office Contact (Name and Title):	
Phone/Email:	

Institution Name:	
Number of Campuses (if applicable):	
Office Contact (Name and Title):	
Phone/Email:	

Institution Name:	
Number of Campuses (if applicable):	
Office Contact (Name and Title):	
Phone/Email:	

Institution Name:	
Number of Campuses (if applicable):	
Office Contact (Name and Title):	
Phone/Email:	

Institution Name:	
Number of Campuses (if applicable):	
Office Contact (Name and Title):	
Phone/Email:	