



RELEASE DATE: March 2, 2022

**The State of Hawaii  
State Foundation on Culture and the Arts**

**Request for Proposals  
Solicitation #RFP-22-881-01**

**Hawaii State Art Museum Cafe**

**OFFERS ARE DUE AT 2:00 P.M. HAWAII STANDARD  
TIME (HST) ON FRIDAY, APRIL 29, 2022**

(or such later date as may be established by the State of Hawaii by an Addendum to this RFP)

BY SUBMISSION TO THE STATE FOUNDATION ON CULTURE AND THE ARTS

**DIRECT ALL QUESTIONS REGARDING THIS RFP, QUESTIONS OR ISSUES RELATING TO  
THE ACCESSIBILITY OF THIS RFP (INCLUDING THE ATTACHMENTS AND EXHIBITS AND  
ANY OTHER DOCUMENT RELATED TO THIS RFP) AND REQUESTS FOR ACCOMMODATIONS  
FOR PERSONS WITH DISABILITIES IN CONNECTION WITH THIS RFP, TO:**

KAREN EWALD TELEPHONE  
(808) 586-9950 OR EMAIL ADDRESS [karen.a.ewald@hawaii.gov](mailto:karen.a.ewald@hawaii.gov).

Jonathan Johnson  
Procurement Officer

# Table of Contents

RFP Administrative Information

Offer Checklist

Section 1 General Information

Section 2 Solicitation Information

Section 3 Requirements

Section 4 Instructions to Offerors – Proposal Submission

Section 5 Evaluation and Award

Section 6 Evaluation Criteria

6.1 Management Approach

Sub-factor 1: Organization and Approach

Sub-factor 2: Key Personnel

Sub-factor 3: Training

6.2 Technical Approach

6.3 Past Performance

6.4 Price

Sub-factor 1: Total Price Evaluation

Sub-factor 2: Price Reasonableness and Realism

Section 7 Contract Management

7.1 Contract Administrator

7.2 Contractor/State Meetings

7.3 Dispute Process and Escalation

7.4 Quality Control

7.5 Post Award Deliverables

Section 8 Special Provisions

8.1 Scope

8.2 Acceptance and Testing

8.3 Intellectual Property Rights

8.4 Warranties and Disclaimer of Implied Warranties

8.5 Termination for Convenience or Unavailability of Funds

8.6 Preferences

- 8.7 Certification of Offeror Concerning Wages, Hours and Working Condition of Employees Supplying Services
- 8.8 Responsibility of Offerors
- 8.9 Proposal Preparation
- 8.10 Confidentiality
- 8.11 Redaction by the State
- 8.12 Protest Procedures
- 8.13 Notice to Proceed
- 8.14 Contract Execution
- 8.15 Liability Insurance
- 8.16 Contract Invalidation
- 8.17 Mistakes in Proposals
- 8.18 Modification Prior to Submittal Deadline or Withdrawal of Offers
- 8.19 Contract Changes – Unanticipated Amendments
- 8.20 Re-execution of Work

Attachment A Offer Form

Attachment B Statement of Work (SOW)

Attachment C Reference Sheets

Attachment D Pricing

Exhibit 1 General Conditions

Exhibit 2 Description of RFP

Exhibit 3 Sample Lease

Exhibit 4 Photos and floor plans

Exhibit 5 Equipment List

Exhibit 6 Sample Utilities

Exhibit HiSAM Rental Brochure

## RFP Administrative Information

RFP Title:	Hawaii State Art Museum Cafe
RFP Project Description:	The State Foundation on Culture and the Arts (SFCA) is seeking submittals from qualified individual or corporation to develop, manage and operate the Hawaii State Art Museum (HiSAM) Cafe (working title). The successful contractor will be fully in charge of managing, staffing and operating a high quality food service establishment for the community as well as catered private and museum events on and off the property.
RFP Point of Contact:	Buyer Name – Karen Ewald Agency Name – State Foundation on Culture and the Arts Agency Address – 250 South Hotel St 2 <sup>nd</sup> Floor Honolulu HI 96813 Buyer email – karen.a.ewald@hawaii.gov Buyer Phone – (808) 586-9950
Submit proposals electronically via Hawaii Electronic Procurement System (HiePRO):	Electronic Submission hiepro.ehawaii.gov
Pre-Proposal Conference:	Tuesday March 22 10:00 A.M. Hawaii Standard Time (HST)
Pre-Proposal Conference Location:	First Floor café 250 South Hotel Street Honolulu, HI 96813
Deadline to Receive Questions:	April 1, 2022 4:00 P.M. Hawaii Standard Time (HST)
Question & Answers:	All questions, including those about Terms and Conditions, must be submitted through Hawaii Electronic Procurement System (HiePRO). Questions must be submitted by the question deadline date. April 8 4:00 pm
RFP Closing Date:	Friday, April 29 2022
RFP Closing Time:	2:00 P.M. Hawaii Standard Time (HST)
Initial Term of Contract and Renewals:	Five Year Lease Agreement. Upon mutual agreement, the contract may be extended or amended.
<p><b>TAKE NOTE THE MANDATORY .75% (.0075) TRANSACTION FEE TO HAWAII INFORMATION CONSORTIUM, LLC DBA NIC HAWAII IS BASED ON SALES FOR AWARDS MADE IN HIEPRO. (DETAILED IN SECTION 2.2 ELECTRONIC PROCUREMENT AND SECTION 3.8 PAYMENT TO HAWAII INFORMATION CONSORTIUM, LLC DBA NIC HAWAII.)</b></p>	

## Offer Checklist

Offeror must address ALL sections and attachments and provide the information and documentation as required in the table below.

No.	Description	Reference in RFP	Completed
1	Offer Checklist – submittal of checklist with all items checked “completed.”	Offer Checklist	<input type="checkbox"/>
2	Offer Form OF-1 - Completed and signed  NOTE: Ensure the company name submitted in HlePRO matches the company name on OF-1 and W-9.	Attachment; Offer Form OF-1; Section 4 Proposal Preparation	<input type="checkbox"/>
3	Table of Contents	Section 3 Required Format and Content	<input type="checkbox"/>
4	Executive Summary, not to exceed 10 page(s)	Section 3 Required Format and Content	<input type="checkbox"/>
5	Management Approach, not to exceed 10 page(s)	Section 5 Evaluation Criteria 1	<input type="checkbox"/>
6	Technical Approach, not to exceed 10 page(s)	Section 5 Evaluation Criteria 2	<input type="checkbox"/>
7	Past Performance	Section 5 Evaluation Criteria 3; Offer Form OF-2	<input type="checkbox"/>
8	Price Including estimated price points on 3 lunch menus Budget Breakdown with proposed base and percentage rate	Section 5 Evaluation Criteria 4; Price Proposal Offer Form OF-3	<input type="checkbox"/>
9	Confidential, Protected or Proprietary Information Section	Section 4.5	<input type="checkbox"/>

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Authorized Offeror Signature

# REQUEST FOR PROPOSALS

## Hawaii State Art Museum Cafe

Solicitation # [RFP-22-881-01](#)

### Section 1: General Information

#### 1.1 Purpose

The State Foundation on Culture and the Arts (SFCA) is seeking submittals from qualified individual or corporation to develop, manage and operate the Hawaii State Art Museum (HiSAM) Cafe (working title). The successful contractor will be fully in charge of managing, staffing and operating a high quality food service establishment for the community as well as catered private and museum events on and off the property.

Located on the first floor of the historic No. 1 Capitol District Building and designed by Group 70 International, a leading Hawaii-based architectural and interior design firm, the cafe is comprised of a total of 2,307 square feet of interior space, an office/storage area and the option to rent on-site parking. The kitchen is equipped with a variety of kitchen equipment in a well-designed 887 square foot facility. Purchase or lease of additional kitchen equipment is the responsibility of tenant. The restaurant accommodates 75 customers and is outfitted with a built-in counter space, stools, tables and chairs. An additional 15 customers may be served in the sculpture garden under umbrella tables. It is envisioned that take-out services for lunch may also be provided.

#### 1.2 Background

The purpose of food service at No. 1 Capitol District Building is to provide museum visitors and downtown residents a positive guest experience while visiting the Hawaii State Art Museum and its surrounding sites (Iolani Palace, Chinatown, Hawaii State Capitol). Priority consideration will be given to offers with a focus on food sustainability, culinary arts, education, cultural practice, supporting value added product development and creating opportunity.

#### 1.3 Schedule and Significant Dates

The table below contains the State's current estimate of the schedule and significant dates. All times are Hawaii Standard Time (HST). If a component of this schedule, such as "Proposals Due Date and Time" is delayed, the rest of the schedule may likely be shifted by the same number of days. Any change to the RFP Schedule and Significant Dates prior to the proposal due date shall be issued by addendum.

Event	Date
Solicitation Release:	Tuesday March 1, 2022
Pre-Proposal Conference:	Tuesday March 22, 2022 10:00 A.M. Hawaii Standard Time (HST)
Question Submittal Deadline:	April 1, 2022 4:00 P.M.(HST)
Answers to Questions:	April 8 4:00 pm HST
Proposal Due Date and Time:	Friday, April 29 2022 2:00 P.M. HST
Evaluations	May 17 2022 10:00 AM
Estimated Date for Presentations and Interviews	May 2022 dates to be determined
Anticipated Award Date:	June 17, 2022

## 1.4 Contract Type

Lease – See Exhibit 3 – Sample Lease

## 1.5 Period of Performance

This contract shall be for a period of (5) year(s) beginning on the date specified on the Notice to Proceed. Unless terminated, the contract may be extended without re-solicitation, upon mutual agreement in writing between the State and the Contractor, prior to the expiration date, for not more than 5 additional 12-month periods, or parts thereof.

## 1.6 Point of Contact

The State Foundation n Culture and the Arts is the issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation # RFP-22-881-01. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

The person identified below is the single point of contact (POC) **during** this procurement process. Offerors and interested persons shall direct to the POC all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting contract. The POC designated by the State of Hawaii, State Foundation on Culture and the Arts is:

Karen Ewald  
 Director, Hawaii State Art Museum  
 State Foundation on Culture and the Arts  
 250 South Hotel Street, 2<sup>nd</sup> floor, Honolulu HI 96813  
 karen.a.ewald@hawaii.gov  
 Phone: (808) 586-9950

## 1.7 Definitions

The following definitions apply to this solicitation.

**Contract Administrator** means the person designated to manage the various facets of the contract(s) to ensure the Contractor's total performance is in accordance with the contractual commitments and obligations are fulfilled.

**Contractor** means the person having a contract with a governmental body.

**Fixed-price basis** means an established price agreed upon by the Contractor and Purchasing Entity, by agreement or by authority, as the price to be charged for a specified amount of services.

**Goods** mean all property, including but not limited to equipment, equipment leases, materials, supplies, printing, insurance, and processes, including computer systems and software, excluding land or a permanent interest in land, leases of real property, and office rentals.

**Governmental body** means any department, commission, council, board, bureau, authority, committee, institution, legislative body, agency, Government Corporation, or other establishment or office of the executive, legislative, or judicial branch, city or county of any U.S. State, (including the Office of Hawaiian Affairs for the State of Hawaii).

**Hawaii Administrative Rules (HAR)** means the adopted operating procedures for state agencies authorized by the laws of the State of Hawaii.

**Hawaii eProcurement System (HlePRO)** is the State eProcurement system, a system for issuing solicitations, receiving responses, and issuing notices of award.

**Hawaii Revised Statutes (HRS)** means the laws that govern the State of Hawaii.

**Key Performance Indicator (KPI)** means how a quantifiable measure is utilized to assess the success of a Contractor in meeting strategic goals and objectives for performance.

**Offeror** means the company or firm that submits a proposal in response to this Request for Proposal.

**Proposal** means the official written response submitted by an Offeror in response to this Request for Proposals.

**Proposer** has the same meaning as Offeror.

**Request for Proposals or "RFP"** means the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.



**Services** means the furnishing of labor, time, or effort by a contractor or Contractor, which involves the delivery or supply of products.

**Statement of Work** defines the services to be delivered by the Contractor. Note: For the purposes of this RFP, statement of work describes the services within a Task Order when requesting quotes from awarded Contractor(s).

**Subcontractor** means a Contractor contracted for work by the Prime Contractor.

## **Section 2: Solicitation Information**

### **2.1 Governing Laws and Regulations**

This procurement is conducted by the Department of Accounting and General Services, State Foundation on Culture and the Arts (SFCA), in accordance with the State Procurement Code. Information about SFCA and its governing laws are available at <http://spo.hawaii.gov/>.

This procurement shall be governed by the regulations and laws of the State of Hawaii. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in the State of Hawaii.

### **2.2 Electronic Procurement**

**2.2.1** The State has established the Hawaii State eProcurement (HlePRO) System to promote an open and transparent system for vendors to compete for state contracts electronically. Offerors interested in responding to this solicitation must be registered on HlePRO. Registration information is available at the State Procurement Office (SPO) website: <https://hiepro.ehawaii.gov/welcome.html>, select HlePRO Vendor Registration and then Vendor Registration Guide.

**2.2.2** The State will use HlePRO to issue the RFP, receive Offers, and issue Addenda to the RFP. Addenda and the other information and materials shall be provided by the State through HlePRO, including additions or changes with respect to the dates in Section 1.3 Schedule and Significant Dates. The State shall not be responsible for any person's or entity's failure to do so for any reason. The State is not responsible for any delay or failure of any Offeror to receive any materials updated through the RFP Process on a timely basis.

**2.2.3** As part of this procurement process, Offerors are informed that awards made for this solicitation, if any, shall be done through the HlePRO and shall, therefore, be subject to a mandatory .75% (.0075) transaction fee, not to exceed \$5,000 for the total contract term.

**2.2.4** HlePRO Special Instructions. Offeror shall review all special instructions located in HlePRO. Offerors are responsible for ensuring that all necessary files are attached to their offer prior to the proposal deadline.

Offerors are advised that they should not wait until the last minute to submit their proposal on HlePRO. Offerors should allow ample time to review their submitted proposal, including attachments, prior to the proposal deadline.

## **2.3 RFP Addenda**

Changes to this RFP including but not limited to contractual terms and procurement requirements shall only be changed via formal written addenda issued by the State Foundation on Culture and the Arts

The State accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor the Hawaii State eProcurement System (HlePRO) to obtain RFP addenda or other information relating to the RFP.

## **2.4 Pre-Proposal Conference**

A pre-proposal conference will be held on Tuesday March 22, 10:00 A.M. Hawaii Standard Time (HST) at the First Floor café space. Attendance at the conference is optional. A summary of the pre-proposal conference will be provided via an addendum posted in Hawaii State eProcurement System (HlePRO).

## **2.5 Questions Regarding RFP Contents**

If a Prospective Offeror believes that any provision of the RFP is unclear, potentially defective, or would prevent from providing a meaningful Offer, the Offeror shall submit questions to the State POC requesting clarification on or before the deadline for doing so in Section 1.3 Schedule and Significant Dates. Each question shall identify the page, section number, paragraph, and line or sentence of such provision(s) of the RFP to which the question applies. The State POC will respond by the date for the same in Section 1.3 Schedule and Significant Dates. The State may issue Addenda in response to written questions received regarding the RFP.

## **2.6 Electronic Submission of Questions**

All questions must be submitted through the Hawaii State eProcurement System (HlePRO). Questions must be submitted by the question deadline date and time shown in Section 1.3 Schedule and Significant Dates. Answers will be given via the Hawaii State eProcurement System (HlePRO) site as noted in Section 1.3 Schedule and Significant Dates.

Offerors are cautioned about including context in questions that may reveal the source of questions. The identity of potential Offerors will not be published with the answers, but the text of questions will be restated, to the extent possible, to exclude information identifying potential Offerors.

## **2.7 Proposal Due Date**

Proposals must be received by the posted closing date and time as described in Section 1.3 Schedule and Significant Dates of this RFP.

## **2.8 Cancellation of Procurement and Proposal Rejection**

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

## **2.9 Firm Offers**

Responses to this RFP, including proposed costs and/or fees will be considered firm for 90 days after the proposal due date.

## **2.10 Right to Accept All or Portion of Proposal**

Unless otherwise specified in the solicitation, the State may accept any item or combination of items as specified in the solicitation or of any proposal unless the Offeror expressly restricts an item or combination of items in its Proposal and conditions its response on receiving all items for which it provided a proposal. If the Offeror so restricts its Proposal, the State may consider the Offeror's restriction and evaluate whether the award on such basis will result in the best value to the State. The State may otherwise determine at its sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation.

## **2.11 Ownership or Disposition of Proposals and other Materials Submitted**

All costs incurred by the Offeror in preparing or submitting a proposal shall be the Offeror's sole responsibility whether any award results from this RFP. The State shall not reimburse such costs. All proposals become the property of the State of Hawaii.

## **2.12 Additional Information**

The Offeror shall provide additional information regarding aspects of an Offeror's Proposal within 20 business days of the State's request unless the State specifies another period. As noted, each Offeror shall submit only one Proposal. If an Offeror submits more than one Proposal, then the State reserves the right to reject and or dismiss the Offeror from the RFP Process.

## **Section 3: Requirements**

### **3.1 Mandatory Minimum Administrative Proposal Requirements**

This section contains the minimum requirements that must be met to be considered for the evaluation phase. All items described in this section are non-negotiable. All Offerors must state willingness and demonstrate the ability to satisfy these requirements in the proposal submitted for consideration. Contractors shall be considered non-responsive if unable to cover the minimum requirements which they may not be considered for award.

### **3.2 Minimum Requirements and Qualifications**

Offeror required to have a minimum three (3) years cumulative experience managing a food establishment in the State of Hawaii. Offeror shall provide all services as described in attached, Statement of work.

### **3.3 Contractor Responsibility for Subcontractors**

The Subcontractors providing services shall meet the same service requirements and provide the same quality of service required of the Contractor and in a timely manner. No subcontract shall relieve the Contractor of its responsibilities for the Services it provides. The Contractor shall manage the quality and performance, project management and schedules, and timely start and completion of services performed by each of its Subcontractors. The Contractor shall be solely responsible and accountable for the completion of all Services it has subcontracted.

### **3.4 Removal of Subcontractors**

In addition to any rights the State has under Law, the State shall have the right to require the removal of a Subcontractor or any of its personnel providing or supporting services for a good cause. In such a case, the State shall specify the deadline for such removal after consultation with the applicable Contractor. A Subcontractor proposed by the Contractor to replace the removed Subcontractor shall be subject to the approval of the State.

### **3.5 Right to Retain Subcontractors**

The State shall have the right to directly retain any Subcontractor after the expiration, termination, or suspension of the Contract under which it is retained, including any Subcontractor providing services subject to any part of a Contract that is terminated or suspended.

### **3.6 Additional Contractor Requirements**

Each Contractor shall:

Adhere to its Contract with the State;

Provide all labor, materials, and equipment necessary to meet the RFP Requirements;

Communicate contract requirements to its Subcontractors' personnel and direct and coordinate project activities to ensure that the services progress efficiently and are completed on schedule;

Ensure that all its and its Subcontractors' employees can communicate effectively with State and cooperate in the resolution of issues and potential problems;

Ensure that it is current with all payments and registration fees and similar financial obligations owed to the State during the term of its Contract with the State;

### **3.7 Payment**

Pursuant to HRS §103-10, the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of projects 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 the award of the contract, which requires payment within a shorter period or interest payment not in conformance with the statute.

### **3.8 Payment to Hawaii Information Consortium, LLC dba NIC Hawaii**

HlePRO is administered by Hawaii Information Consortium, LLC dba NIC Hawaii. NIC Hawaii shall invoice the Contractor(s) directly for payment of transaction fees. Payment must be made to NIC Hawaii within thirty (30) days from receipt of invoice. HIC is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance, and future enhancements of the HlePRO system.

## Section 4: Instructions to Offerors – Proposal Submission

### 4.1 Proposal Objectives

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.

Proposals shall be prepared straightforwardly and concisely, in a format that is reasonably considered and appropriate for the purpose. Emphasis will be on completeness and clarity and content.

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.

The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP.

### 4.2 Proposal Structure and Labeling

Proposals must be detailed and concise. Each Proposal must be labeled and organized in a manner that is congruent with the requirements and terminology used in this RFP and must include a point-by-point response, structured in form and reference to the RFP, addressing all requirements and the Statement of work elements.

### 4.3 Proposal Submission Instructions

Proposals must be received by Friday, April 29 2022 2:00 P.M HST through the Hawaii Electronic Procurement System (HlePRO). Proposals received after the deadline and/or through any sources other than HlePRO will be rejected.

### 4.4 Electronic Submission of Proposals

Proposals shall be submitted and received electronically through HlePRO by the date and time listed in Section 1.3 Schedule and Significant Dates. This electronically submitted offer shall be considered the original. Any offers received outside of the HlePRO, including faxed or e-mailed bids, shall not be accepted, or considered for award. Any offer received after the due date and time shall be rejected. (See Section 2.2 Electronic Procurement for further information.) **The maximum file size that HlePRO can accept is 100MB. Files larger than 100MB must be reduced into two or more files.**

Submission of a proposal shall constitute an incontrovertible representation by the Offeror that the Offeror agrees to comply with every requirement of this 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 work.

#### **4.5 Required Format and Content**

All Proposals must be submitted in the following format. Detailed information on submitting each of these sections is contained in later sections of this RFP.

1. **Table of Contents.** A Table of Contents must be included with each proposal. All major parts of the proposal shall be identified by referencing page numbers.
2. **Offer Checklist.** Complete and submit all items noted on the Offer Checklist.
3. **Offer Form, OF-1.** Offeror shall complete and sign OF-1 Offer Form. See Special Provisions, 3 Proposal Preparation.
  - a. **OF Form, OF-1**
  - b. **OF Form, OF-2 Past Performance**
  - c. **OF Form, OF-3 Price**
4. **Executive Summary.** The executive summary [not to exceed one (1) page] is to briefly describe the Offeror's Proposal. This summary should highlight the major features of the Proposal. The response should demonstrate the Offeror's understanding of and ability to meet the Administrative and Technical Requirements of the RFP. The State should be able to determine the essence of the Proposal by reading the executive summary. This summary will not be evaluated for points, but rather is a high-level explanation of the entire proposal.
5. **Evaluation Criteria Submittals (Refer to Section 6 Evaluation and Award).**

This section shall be sub-divided by the evaluation criteria and include the narrative and any other requirements.

- a. Management Approach - See section 6.1
- b. Technical - See section 6.2
- c. Past Performance – See section 6.3
- d. Price Proposal. See Section 6.4 Offeror shall complete the attached OF-3 Pricing Form in which Offeror shall submit all price line items excluding all applicable taxes.

From this group we will narrow to 3-5 qualified individuals for a food presentation and interview



6. **Confidential, Protected, or Proprietary Information.** All confidential, protected, or proprietary information must be included in this section of the proposal response. Do not incorporate protected information throughout the Proposal. Rather, provide a reference in the proposal response directing the State to the specific area of this protected Information section. If Offeror believes that any portion of its proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer should be so advised in writing and shall be furnished with justification for confidential status. Price is not considered confidential and shall not be withheld.

Information included in the Confidential, Protected or Proprietary Information section of an Offeror's proposal is not automatically accepted as protected. All information identified in the section will be subject to review by the State in accordance with the procedures prescribed by the State's open records statute, freedom of information act, or similar law.

#### **4.6 Each Offeror to Bear its Own Costs**

Each Offeror shall be responsible for all costs incurred by it prior to the Notice of Award, including, without limitation, its costs of preparing and submitting its Offer, responding to notices or requests, making Priority-Listed Offeror presentations, demonstrations, and discussions, and otherwise participating in the RFP Process.

## **Section 5: Evaluation and Award**

### **5.1 Evaluation of Proposals**

The Procurement Officer of the State Foundation on Culture and the Arts (Jonathan Johnson), or an evaluation committee of at least three (3) qualified individuals selected by the State Foundation on Culture and the Arts (Jonathan Johnson) Procurement Officer, shall evaluate proposals for the contract per the following process.

Selection Process: After the application deadline SFCA staff will review the proposals based on section 6 Evaluation Criteria to establish a qualified candidate pool to be considered for this lease; candidates must meet selection criteria in order to qualify. These pre-qualified vendors will then be presented to the Evaluation Committee and ranked. A pool of finalists will have an opportunity to present and be interviewed. After interviewing the candidates and reviewing proposals, vendors) may be given an opportunity to submit a Best and Final Offer. Once accepted, the Evaluation Committee will recommend candidate(s) to the SFCA Procurement Officer for award. Following the award, the state and contractor will enter into a lease agreement. (sample attached as exhibit 3)

### **5.2 Right to Waive Minor Irregularities**

The State in its sole discretion reserves the right to waive minor irregularities in the Proposal, which include but are not limited to corrections of deficiencies or clarification of ambiguities that in the judgment of the State do not require a comprehensive proposal rewrite. The State also reserves the right in its sole discretion to waive certain Minimum requirements provided that all of the otherwise responsive proposals fail to meet the same minimum requirements and the failure to do so does not materially affect the procurement

### **5.3 Initial Review and Award without Discussions**

In the initial phase of the evaluation process, the State will review all proposals timely received. Unacceptable proposals (non-responsive proposals not conforming to RFP requirements) will be eliminated from further consideration.

The State reserves the right to award on receipt of initial proposals without an opportunity for discussion or proposal revision, so Offerors are encouraged to submit their most favorable proposal at the time established for receipt of proposals. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals.

## **5.4 Discussion with Priority Listed Offerors**

Prior to holding any discussions, a priority list shall be generated consisting of proposals determined to be acceptable or potentially acceptable.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may limit the priority list to three (3) highest ranked, responsible 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 Section 1.3 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.

In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

## **5.5 Best and Final Offers JUNE 2022**

If deemed appropriate by the State in its sole discretion, the State may request each Offeror to submit its BAFO. The request shall be issued via an Addendum, which will provide guidance and additional instructions. Offeror's BAFOs shall be submitted to the State through HlePRO on or before the deadline called for. If an Offeror fails to do so, its last submitted Offer shall be deemed its BAFO.

The BAFOs will be evaluated by the Evaluation Committee taking into consideration the Evaluation Criteria set forth in Section 5.8 Evaluation Criteria.

## **5.6 Award of Contract**

Award shall be made to the responsible Offeror whose proposal is determined the most advantageous to the State of Hawaii, taking into consideration price and the other evaluation factors set forth in this request for proposals.

## **5.7 Responsibility of Offeror**

Pursuant to HRS §103D-310(c), the selected offeror shall at the time of award be compliant with all laws governing entities doing business in the State of Hawaii. See Special Provisions 8.8 Responsibility of Offerors.

## 5.8 Evaluation Criteria

The following criteria shall be used in evaluating the Offerors:

**Table 1 - Evaluation Criteria**

<b>Evaluation Category</b>	<b>Evaluation Subcategory</b>	<b>Point Breakdown</b>	<b>Points Possible</b>	
Evaluation Criteria 1: Management Plan	Reporting Plan	25		
	Restaurant Plan	100		
	Catering Plan	75		
	Culinary Arts/Education	50		
	Sustainability	50		
	Cultural Practice	50		
	<b>Subtotal</b>			<b>350</b>
Evaluation Criteria 2: Technical/Experience	Planning	25		
	Market Research	50		
	Solicitation and Award	25		
	Restaurant Management	75		
	Staff Experience – Key Personnel (Resumes)	75		
	<b>Subtotal</b>			<b>300</b>
Evaluation Criteria 3: Past Performance	Offeror References	50	<b>50</b>	
Evaluation Criteria 4: Price	Total Price Calculation: (base rent, percentage rent, menu pricing) Subfactor 2 Price Reasonableness and Realism	300	<b>300</b>	
<b>Total Possible Points</b>			<b>1000</b>	

## 5.8 Scoring Process

The evaluation committee shall score proposals by reviewing the narrative for each of the evaluation criteria above.

Evaluators shall use a rating of 0 to 5 for each evaluation criteria. Rating is defined as follows:

- 0- The Proposal fails to address the criterion or cannot be assessed due to missing or incomplete information. Offeror has not demonstrated sufficient knowledge of the subject matter or has grossly failed to explain how the requirement(s) is met.
- 1- **Poor.** The criterion is inadequately addressed, Offeror demonstrates only a slight ability to comply, or there are serious inherent weaknesses.
- 2- **Fair.** The Proposal broadly addresses the criterion, but there are significant weaknesses. May have one or more deficiencies, or Offeror has not adequately explained how its services fit the requirement.
- 3- **Good.** The Proposal addresses the criterion well; meets the requirement. Demonstrates knowledge and understanding of the subject matter, with no deficiencies noted regarding technical approach.
- 4- **Very Good.** The Proposal addresses the criterion very well, highly comprehensive. No deficiencies noted.
- 5- **Excellent.** The Proposal successfully addresses all relevant aspects of the criterion. Excellent reply that goes beyond the requirements listed in the RFP to provide added value. In addition, the response may cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to the agency. The response includes a full, clear, detailed explanation of how the requirement(s) are met. No errors in technical writing.

The average of each evaluators' rating for each evaluation criteria shown in Table 1, shall be converted based on the following formula:

<b>Rate Achieved</b>	X	Points Possible For that Criteria	= Points
Total Rating Achievable			

Example:

<b>4 Very Good</b>	X	25	= 20
5			

<b>1 Poor</b>	X	25	= 5
5			

## 5.9 Notice of Award

After a final selection is made, the State will issue a notice of award on its electronic procurement system (HlePRO). Upon award, proposal files are public records are available for review by submitting a Request for Access to Government Record. Information on the Office of Information Practices and forms may be found at <http://oip.hawaii.gov>.

## 5.10 Debriefing

Pursuant to HAR §3-122-60, a non-selected Offeror may request a debriefing to understand the source selection decision and contract 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 the written request.

A protest by the requestor following a debriefing shall be filed within five (5) working days, as specified in HAR §103D-303(h). See Special Provisions Section 8.12 Protest Procedures for submitting a protest.

## **Section 6: Evaluation Criteria**

### **Evaluation Criteria 1: Management Approach**

#### **6.1 Management Approach Submittal**

This section contains requirements pertaining to the offeror's management approach relating to this RFP. Offeror shall submit a narrative of a maximum of 5 pages showing how they met or exceeded requirements of previous work, project examples, etc. Narratives to be submitted in size 12 Arial font or equivalent.

Management Approach can include sub-factors such as:

##### Sub-factor 1: Organization and Approach

The State will assess the degree to which the Offeror's proposed organization and approach for managing the program meet the requirements identified in the SOW (e.g., achieve schedule milestones, submit timely and accurate deliverables, and address risk).

This includes, but is not limited to, the following:

- Organizational Experience - demonstrating the following: Organizational capability, resources, and experience, maintenance, and operation. The Offeror shall explain its prior experience providing the types of services requested by this RFP. Describe at least two major projects or contracts you worked on during the past five (5) years, on the same or similar projects. Explain the statement of work, duration, number of employees assigned to the project, and significant tasks that were completed.
- Program management
  - Restaurant Plan – Business plan to operate the restaurant on a daily basis. Including hours of operation, table or take out service etc.
  - Catering Plan – Business plan to provide exclusive catering service for museum events, rental events and private catering on and off site.
- Staffing plan
- Subcontractor management
- Configuration management
- Data management
- Quality assurance - Implementation of quality and cost controls, with effective project and financial tracking and reporting
- System implementation and transition(s) management

The State will assess the degree to which the Offeror's proposed performance management approach will meet the requirement to ensure high-quality services that meet the performance requirements for the contract including meaningful program metrics that depict, at a minimum, program cost, schedule, and performance attainment and describe plans for implementation and monitoring of those metrics.

#### Sub-factor 2: Key Personnel

The State will assess the degree to which the Offeror's proposed Key Personnel resumes meet defined labor category requirements with required or equivalent certifications aligned to their proposal and, the degree to which the approach for retaining Key Personnel will support successful and efficient execution of requirements.

#### Sub-factor 3: Training

The Government will assess the degree to which the Offeror's proposed management and integration of all implementation activities with overall program support and proposed training design, and development, delivery, and support activities meet the SOW requirements.

## **Evaluation Criteria 2: Technical Approach**

### **6.2 Technical Approach Submittal**

This section contains requirements pertaining to the offeror's technical approach relating to this RFP. Offeror shall submit a narrative of a maximum of 5 pages explaining their plan for the project goal and requirements, amount of key personnel allocated, the methodology toward implementing and tracking the success of deliverables including milestones. Narratives to be submitted in size 12 Arial font or equivalent.

Technical Approach can include but is not limited to:

- a) A clear understanding of the statement of work required for the project, with a work plan that will ensure the achievement of task objectives;
- b) A clear understanding of state laws and regulations and a viable plan for implementing these requirements;
  - a. Sustainability - Statement on policy regarding locally sourced products, use of plastic and Styrofoam, etc.
- c) A viable transition plan with contingency planning and established milestones;
- d) An integrated plan that expands outreach to targeted audiences;
  - a. Culinary Arts/Education – Description of how restaurant will support culinary arts and education.
- e) An overall effective strategy that accomplishes all project goals as outlined in the Statement of Work;



- a. Cultural Practice – Identify how the business intends to incorporate the diversity of cuisine and practices of preparation etc.
  
- f) A risk assessment and risk mitigation plan;
- g) A quality control plan that includes key performance indicators as described in 7 of the Contract Management Section;
- h) The approach to tracking and achieving the required deliverables.
  - o Reporting Plan – Outline process and topics of communicating business performance with State.

## **Evaluation Criteria 3: Past Performance**

### **6.3 Past Performance Submittal**

Offeror shall submit a narrative of a maximum of 10 pages not including references. Narratives to be submitted in size 12 Arial font or equivalent. Offeror shall provide a full narrative to describe past performance establishing the company submitting the proposal has the qualifications and experience to provide the services specified in this RFP.

Offeror shall complete Offer Form OF-7 Client References, with the names and contact information of customer references for at least 3 clients that received services that are similar to those in the statement of work.

The State reserves the right to conduct reference checks beyond what was provided by references.

The results of the reference checks will be reflected in the evaluation score for this criterion. Full points will not be awarded without confirmation of services from at least 3 listed clients. Offerors are encouraged to notify references with due notice.

#### **6.3.1 Past Performance Relevancy and Recency Ratings**

The State will evaluate the Offeror's demonstrated record of contract performance in supplying services that meet users' needs, including price and schedule. The recency and relevancy of the information, the source of the information, the context of the data, and general trends in the Contractor's performance will be considered. More recent and more relevant performance usually has a greater impact on the confidence assessment than less recent and less relevant performance. The State will perform an independent determination of the relevancy of the data provided or obtained. A relevancy determination will be made in addition to the reference responses received. The State is not bound by the Offeror's opinion of relevancy. The following relevancy criteria apply and will be assigned to each effort identified in the Offeror's proposal on past performance.

<b>PAST PERFORMANCE RELEVANCY RATING</b>	
<b>Rating</b>	<b>Definition</b>
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

Very Relevant – Has provided all services in present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.

Relevant – Has provided some services in present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.

Somewhat Relevant - Has provided few services in present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.

Not Relevant: Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

For purposes of this evaluation, recency is defined as active or completed efforts performed within the past 2 years from the closing date of this solicitation. The more recent the effort the higher recency score it will receive, as follows:

<b>PAST PERFORMANCE RECENCY RATING</b>	
<b>Rating</b>	<b>Definition</b>
Very Recent	Completion of a service project within the last one (1) to two (2) years
Recent	Completion of a service project within the last two (2) to five (5) years
Not Recent	Completion of a service project within the last five (5) to ten (10) years

### **6.3.1.1. Final Performance Rating**

Once the evaluation has considered recency and relevancy, it is time to take those considerations and determine an overall rating for past performance in

respect of whether the information reviewed will allow for successful performance of the current solicited requirements.

Rating	Description
6- High Confidence	Based on the offeror's performance record, the government has high confidence the offeror will successfully perform the required effort.
5- Significant Confidence	Based on the offeror's performance record, the government has significant confidence the offeror will successfully perform the required effort.
4- Satisfactory Confidence	Based on the offeror's performance record, the government has confidence the offeror will successfully perform the required effort. Normal contractor emphasis should preclude any problems.
*3- Unknown Confidence	No performance record is identifiable.
2- Little Confidence	Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort.
1- No Confidence	

\* Given the number of mergers and acquisitions in today's American business environment, potential offerors may not have existed under their current name for very long. If the key management personnel, subcontractors, or other resources, have experience on contracts similar to the pending requirement for another contractor; state and local government contracts; private contracts; or was a major subcontractor; then the source selection team can perform the appropriate evaluation and risk assessment. This reduces the chance of needing to "neither reward nor penalize" an offeror with no other relevant past performance information.

If the contractor is truly a new entity and none of the company principals ever performed relevant work for others, the company is considered to have no past performance. In the case of an offeror with respect to which there is no information on past contract performance or with respect to which information on past contract performance is not available, the offeror may not be evaluated favorably or unfavorably on the factor of past contract performance." Thus, the evaluator would, at the minimum, rate this offeror as unknown confidence, allowing for a pass rate of 50% (3/6).

## Evaluation Criteria 4: Price

There are two subfactors to Price evaluation:

### 6.4 Subfactor 1 – Total Price Evaluation

The Offeror's price proposal is worth 30% of the total points, which is 1,000. **Offerors shall enter the total sum price for the 1 year of base rent as the Unit Price in US Dollars and Cents when submitting their offer in HlePRO.**

The offeror's proposed base rent, percentage rent, sample menu with price points, revenue and expense projections will be evaluated to determine the best value for the State.

#### 6.4.1 Cost Points Conversion

In converting cost to points, the following point allocations will be used to determine ranking.

Description				Points	
Base Rent				75	
Percentage Rent				75	
Menu Price Points				75	
Revenue/Expense Projection				75	
<b>TOTAL</b>				<b>300</b>	

#### 6.4.2 Price and Rate Guarantee Period

All prices shall be guaranteed for the initial period of twelve (12) months of the contract. During the remaining contract period, the Contractor may request to adjust contract price when there is a substantial increase in the cost of materials or freight. Such requests must be made in writing to the Procurement Officer and shall meet the following conditions:

1. Request for an adjustment shall be limited to the costs imposed upon the Contractor by the manufacturer or supplier of the materials. (No allowances will be given for Contractor's increased labor or operating expenses.)
2. Request for an adjustment due to higher transportation costs shall be limited to the cost imposed upon the Contractor by the freight forwarder.

3. Contractor shall submit at the time of such written request, documentation, or verification the adjustment is the result of a manufacturer or supplier increase in the cost of materials or transportation.
4. No price increase adjustment shall be allowed during the first twelve (12) months of the contract. The Contractor may submit a price increase adjustment request once every twelve (12) months for item(s) awarded provided proper documentation is submitted to substantiate the increase as detailed in items 1 through 3.

The State shall make the final determination for allowance of price increase requests. In the event of a general price decrease, the State will be entitled to reductions; provided, however, the amount of such decrease shall not exceed the amount of any increase granted herein. Contractor shall notify the State within twenty (20) business days of such price decrease

## **6.5 Subfactor 2 –Price Reasonableness and Realism**

### **6.5.1 Price Reasonableness**

Prices shall be evaluated for competitiveness and reasonableness of price. The State may use any or all price analysis techniques and procedures to determine price reasonableness.

### **6.5.2 Price or Cost Realism**

#### **6.5.2.2 Cost Realism**

The State may use any or all cost realism techniques and procedures to determine whether the estimated proposed cost elements are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the unique methods of performance and materials described in the offeror's proposal.

Provide Revenue and Expense Projection

List key financial backing and specific support – i.e. Investors, Grantors, business loan etc.

## **Section 7: Contract Management**

Contract management refers to post-award type activities, such as contract implementation, contract administration, measurement of work completion, and payment computation based on deliverables. Moreover, it involves the monitoring of a contract, making important changes and modifications to the contract, and dealing with related problems. Focused attention to contract management considerations facilitates a positive working relationship between the government customer, procurement staff, and the contractor for the successful implementation of the contract award.

### **7.1 Post-Award Communications: Contract Administrator**

The Contract Administrator identified below is the single point of contact (POC) **post-award**. The contractor shall direct to the Contract Administrator all questions concerning the post-award process and any other questions that may arise related to the resulting contract. The Contract Administrator designated by the State of Hawaii, State Foundation on Culture and the Arts is:

Karen Ewald  
Director, Art in Public Places Program and Hawaii State Art Museum  
State Foundation on Culture and the Arts  
250 South Hotel St. 2<sup>nd</sup> floor, Honolulu, HI 96813  
karen.a.ewald@hawaii.gov  
Phone: (808) 586-9950

### **7.2 Contractor/State Meetings**

The contractor shall participate in initial meetings with the State to discuss the contract, including but not limited to; an estimated timeline for transition and implementation, status reports of the transition and implementation, the expectation of deliverables, training sessions, and follow-up meetings.

### **7.3 Dispute Process and Escalation**

The steps to address any issues or concerns that may occur at any time throughout the contract period are outlined in the General Conditions of the Agreement.

### **7.4 Quality Control**

The Contractor shall provide quality services/products and management oversight of all processes. The Contractor shall use key performance indicators that are acceptable within the specific market industry to manage and monitor quality performance. The Contractor shall provide accurate data/reports and meet deliverables, with emphasis on the overall success and positive impact on the Hawaii State Art Museum Café. The Contractor shall provide management, support, and qualified personnel to accomplish the objectives of this contract.

### 7.4.1 Key Performance Indicators (KPIs)

This section should identify any KPIs for determining contractor progress. This table is an illustration of a table delineating major milestones identified in the contract.

Items	Standard Performance Expectation	Due Date
Estimated length of time to complete transition and implementation.	Within 60 days of notice to proceed	August 1, 2022
Open Cafe	90% completed within three months of the Notice to Proceed	October 1, 2022

### 7.5 Post Award Deliverables

The contractor shall provide, upon request of the State, the following, including but not limited to deliverable items:

RFP Reference	Due Date	Deliverable	Action Required
Section X.X Liability Insurance	Prior to the start of the contract	Liability Insurance Certificates	Contractor shall maintain during the life of the contract.
Section X.X Usage Reports	Monthly/Quarterly/Annually as requested	Reports include but not limited to: Summary sales data, evidence of tax filing, etc.	Contractor shall provide on a monthly/quarterly/annual basis as requested.



## **Section 8: Special Provisions**

### **8.1 Scope**

Contractor to be fully in charge of managing and staffing a high quality food service for the community as well as catered private and special events at the art museum.

### **8.2 Acceptance and Testing**

Define design documents, acceptance testing procedures, and remedies for those items not accepted.

### **8.3 Intellectual Property Rights**

The State reserves the right to unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the work product, and to transfer the intellectual property to third parties for State purposes.

### **8.4 Warranties and Disclaimer of Implied Warranties**

The State does not provide any warranties or implied warranties regarding the kitchen and ancillary space associated with the kitchen. This includes but is not limited to any and all equipment, utilities, facilities or public access at the No.1 Capitol District Building.

### **8.5 Termination for Convenience or Unavailability of Funds**

Termination for default or convenience are outlined in the General Conditions

### **8.6 Preferences**

#### **a. HAWAII PRODUCTS PREFERENCE**

In accordance with HRS §103D-1002 and HAR §3-124 Subchapter 1, the Hawaii Products (HP) preference is applicable to this solicitation. Hawaii Products [are / may be] available for those items noted on the offer form. The Hawaii products list is available on the SPO webpage at <http://spo.hawaii.gov/for-vendors/hawaii-product-preferences/>.

In accordance with HRS §103D-1002 and HAR §3-124 Subchapter 1, the Hawaii products preference may be applicable to this solicitation for products that are mined, excavated, produced, manufactured, raised, or grown in the State and where the cost of the Hawaii input towards the products exceeds fifty percent of the total cost of the product; where the value of the input exceeds fifty percent of the total cost, the product shall be classified as either Class I (10%) or Class II (15%).

The Hawaii Products List is available on the SPO website at <http://spo.hawaii.gov>; click on “For Vendors” > “Hawaii Product Preferences.”

Offeror submitting a Hawaii Product (HP) shall identify the HP on the solicitation offer page(s). Any person desiring a Hawaii product preference shall have the product(s) certified and submitted if not currently on the Hawaii products list, prior to the SPO-038 due date specified in the procurement notice and solicitation, pursuant to HAR §3-124-4. The responsibility for certification and qualification shall rest upon the person requesting the preference.

Persons desiring to qualify their product(s) not currently on the Hawaii product list shall complete form SPO-038, *Certification for Hawaii Product Preference*, and submit to the Procurement Officer issuing the solicitation (IFB or RFP). All additional information required by the Procurement Officer shall be provided at no cost to the State. For each product, one form shall be completed and submitted (i.e. 3 products should have 3 separate forms completed). Form SPO-038 is available on the SPO webpage at <http://spo.hawaii.gov>; click on “Forms” then search for SPO-038. Submit a *Certification for Hawaii Product Preference* (form SPO-038) to *contract administrator*.

Late SPO-038 submittals for this solicitation will not be reviewed by this agency.

If the procurement officer approves the SPO-038, an addendum shall be issued showing the new qualified Hawaii product(s) pursuant to HAR §3-124-4(b)(2).

An Offeror who fails to designate that the offer is a Hawaii product shall be presumed to be providing a non-Hawaii product, and award, if made to that Offeror, shall be on the basis that a non-Hawaii product shall be delivered.

Failure to obtain certification and product qualification prior to the deadline for receipt of offer(s), shall indicate that Offeror is providing a non-Hawaii product, and award, if made to that Offeror, shall be on the basis that a non-Hawaii product may be delivered. For evaluation purposes, no preference shall be considered when only Hawaii products are being offered by all offerors.

When a solicitation contains both HP and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price offered for an HP item shall be decreased by subtracting 10% for the Class I or 15% for the Class II HP items offered, respectively. The contract amount of any contract awarded, however, shall be the amount of the price offered, exclusive of the preferences.

Change in the availability of Hawaii products. In the event of any change that materially alters the offeror’s ability to supply Hawaii products, the offeror shall notify the procurement officer in writing no later than five (5) working days from when the offeror knows of the change and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.

**Sample Language: Include on Solicitation Offer Page**

The following offer is hereby submitted for Disposable Polyethylene Bags, as specified herein:

Item No.	Brief Description	Recycled Product (x)	Estimated Quantity (Bags)	Unit Bid Price Per Bag	Estimated Total Bid Price
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**GROUP 1. LOW/LINEAR LOW-DENSITY POLYETHYLENE**

A Hawaii Product and a Recycled Product preference are available for Items 1 to 8. In accordance with the Special Provisions, Offerors **shall** indicate below whether or not a Hawaii Product is being offered. Offerors offering a Hawaii Product shall specify the product and class of the product offered.

1. 24" (15" x 9")W x 24" L,  
 10 gal. capacity,  
 1 mil minimum  
 Net wt. per 500 bags: ( ) 17,500 \$ \_\_\_\_\_ \$ \_\_\_\_\_  
 19.1 lbs. minimum

<input type="checkbox"/> Non-Hawaii Product	Dimensions	_____
<input type="checkbox"/> Hawaii Product	Quantity of bags per case	_____
<input type="checkbox"/> Class I <input type="checkbox"/> Class II	Net wt. per case	_____
	Gauge	_____
	Cost per case	_____

Brand Name & Product No. \_\_\_\_\_

**8.7 Certification of Offeror Concerning Wages, Hours and Working Condition of Employees Supplying Services**

All Offerors for service contracts shall comply with section HRS §103-55, which provides as follows:

Wages, hours, and working conditions of employees of CONTRACTOR supplying services: Before any prospective Offeror is entitled to submit an 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 the cancellation of the contract.

It shall be the duty of the government contracting agency awarding the contract to perform services in excess of \$25,000 to enforce this section.

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.

## **8.8 Responsibility of Offerors**

The Offeror is advised that in order to be awarded a contract under this solicitation, the Offeror will be required, to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to Hawaii Revised Statutes 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.
7. Hawaii Administrative Rules 11-50 Department of Health

### **8.8.1 Vendor Compliance - Hawaii Compliance Express (HCE)**

Vendors may use the HCE, which 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.

## **8.8.2 Timely Registration on HCE**

Vendors/Contractors/service providers intending to use the HCE to demonstrate compliance are advised to register on HCE as soon as possible at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted for the execution of a contract and final payment. If a vendor/Contractor/service provider is not compliant on HCE at the time of award, the Offeror will not receive the award.

## **8.8.3 Verification of Compliance on the HCE**

Prior to awarding this contract, the State shall verify compliance of the Contractor(s).

## **8.8.4 Vendor Compliance - Paper Documents**

All Vendors must use Hawaii Compliance Express to demonstrate compliance.

### **8.8.4.1 HRS Chapter 237 Tax Clearance Requirement for Award**

(See Hawaii Compliance Express)

### **8.8.4.2 HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award**

Pursuant to Section 103D-310(c), HRS, the Contractor shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the State Foundation on Culture and the Arts.

The *DLIR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR*, and its filing instructions are available on the DLIR website: <http://labor.hawaii.gov/forms/>.

## **8.8.5 Compliance with Section 103D-310(c), HRS, for an entity doing business in the State.**

[This is accomplished through Hawaii Compliance Express]

The Contractor shall be required to submit a *Certificate of Good Standing (COGS)*

issued by the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) - Business Registration Division (BREG). The Certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the State Foundation on Culture and the Arts.

### **8.8.6 Timely Registration**

All Vendors must use Hawaii Compliance Express to demonstrate compliance. The above certificates should be applied for as soon as possible. If a valid certificate is not submitted on a timely basis for an award of a contract, an Offeror otherwise responsive, may not receive the award.

### **8.8.7 Verification of Compliance**

Upon receipt of compliance documents, the State reserves the right to verify their validity with the respective issuing agency. The Contractor shall maintain their compliance throughout the term of the contract.

### **8.8.8 Required Review**

Before submitting a proposal, each Offeror must thoroughly and carefully examine this RFP, any attachment, addendum, and any 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.

Should Offeror find defects and questionable or objectionable items in the RFP, Offeror shall notify the State in writing prior to the deadline for written questions as stated in the Section 1.3 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 on a defective solicitation and exposure of proposal(s) upon which award could not be made.

## **8.9 Proposal Preparation**

### **8.9.1 Offer Form OF-1**

Offer Form OF-1 is required to be completed using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, in the appropriate space on OFFER FORM page OF-1.

The Offeror's authorized 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. The submission of the proposal shall indicate Offeror's intent to be bound.

Completion of Offer Form OF-1 is Offeror's acknowledgment and agreement to provide services in all categories identified in the RFP, agreement to provide services in all fifty states, and the understanding of evaluation criteria and process.

### **8.9.2 Offer Guaranty**

An offer guaranty is NOT required for this RFP.

### **8.9.3 Tax Liability and County Surcharge**

Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Offerors are advised that they are liable for Hawaii GET at the current 4.0% rate for transactions made on Oahu, Hawaii, Maui, Kauai, Molokai, and Lanai or the applicable Use tax. 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, the Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

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

### **8.9.4 Federal I.D. No. and Hawaii General Excise Tax License I.D.**

Offeror shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number, 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.

### **8.10 Confidentiality**

**8.10.1** If an Offeror in good faith considers a portion of an Offer, or correspondence with the State, to contain confidential information, it shall follow the procedures set forth in Section 4.5 Required Format and Content. Costs included or required to be included in an Offer cannot be confidential and will not be withheld from public access.

**8.10.2** Any Offeror may request the nondisclosure of designated trade secrets or other proprietary data it considers confidential. Such request shall be in writing specifically identifying the information or material asserted to be confidential and the justification for confidential treatment. The request shall be submitted with the submission of the Offer. The information or material asserted by the Offeror to be confidential to the Offeror shall be clearly marked and be submitted in or with the Offer in such manner as to be readily separable from the Offer (or remaining

portion of the Offer) to facilitate public access to and inspection of the non-confidential portion of the Offer. Total Cost proposals cannot be marked confidential.

- 8.10.3** Pursuant to HAR §3-122-58, the State will consult with the Attorney General regarding an Offeror's request for confidentiality of part of its Offer. The Attorney General shall determine what portions of the request are confidential under Law and what portions are not, in accordance with HRS Chapter 92F. The State shall communicate the Attorney General's determination to the Offeror in writing. If the request for confidentiality is denied in whole or in part, the information or material deemed to be non-confidential shall be made available as public information unless the Offeror appeals pursuant to HRS § 92F-42(1).



## **8.11 Redaction by the State**

If the State determines, pursuant to HRS §92F-13, that any information or material in an Offer, any written question or submission by a Prospective Offeror, an Offeror or a Contractor, any response to any question or submission from a Prospective Offeror, Offeror or Contractor, and/or any Contract document is not required to be disclosed, then the State shall segregate, or redact, or otherwise cause any such information or material to not be made available as public information.

## **8.12 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:

Procurement Officer  
State Foundation on Culture and the Arts  
250 South Hotel Street, 2<sup>nd</sup> floor  
Honolulu HI 96813

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 Procurement Officer's debriefing was completed.

The notice of award, if any, resulting from this solicitation shall be posted on the State of Hawaii electronic procurement site.

## **8.13 Notice to Proceed**

Work will commence on the official commencement date specified on the Notice to Proceed.

## **8.14 Contract Execution**

The successful Offeror receiving award shall enter into a formal written contract to be signed by the Contractor and returned within ten (10) working days.

No performance or payment bond is required for this contract.

No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. 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 starting date.

If an option to extend is mutually agreed upon, the Contractor shall be required to execute a supplemental contract for the additional extension period.

### **8.15 Liability Insurance**

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his Subcontractors, if any, from claims for damages for personal injury, accidental death, and property damage which may arise from operations under this contract, whether such operations be by the Contractor or by Subcontractor or anyone directly or indirectly employed by either of them. If any Subcontractor is involved, the insurance policy or policies shall name the Subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a Subcontractor and naming the Subcontractor as additional insured, the Contractor may require the Subcontractor to provide its insurance, which meets the requirements herein. It is understood that a Subcontractor's insurance policy or policies are in addition to the Contractor's policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its Subcontractor(s) where appropriate.

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
Commercial General Liability (Occurrence form)	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 per accident

Professional Liability shall be required from vendors providing professional services requiring a license to conduct its business such as an engineer, architect, accountant, lawyer, information technology services, etc.

Each insurance policy required by this contract (with the exception of the Professional Liability policy), including a Subcontractor's policy, 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."

A Waiver of Subrogation shall apply to the General Liability, Automobile Liability, and Worker's Compensation insurance policies and shall be in favor of the State of Hawaii.

Prior to award, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this RFP have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of the price list and price list extensions, if any, including those of its Subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default, entitling the State to exercise any or all of the remedies provided in the contract and this RFP for default by the Contractor.

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this RFP. Notwithstanding said policy or policies of insurance, the Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this price list.

## **8.16 Contract Invalidation**

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

## **8.17 Mistakes in Proposals**

- 8.17.1** Mistakes shall not be corrected after awarding of the contract.
- 8.17.2** When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer may request the offeror to confirm the proposal. If the Offeror alleges a mistake, the proposal may be corrected or withdrawn pursuant to this section.
- 8.17.3** If discussions are not held, or if the best and final offers 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.
- 8.17.4** If discussions are not held, or if the best and final offers 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 before award 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 the price, quality, or quantity. If discussions are not held or if the best and final offers 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 the price, quality or quantity.

## **8.18 Modification Prior to Submittal Deadline or Withdrawal of Offers**

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

## **8.19 Contract Changes – Unanticipated Amendments**

During the course of the contract, the Contractor may be required to perform additional work which shall be within the general scope of the initial contract. When additional work is required, the Contract Administrator will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work.

Contractor will not commence additional work until the Contract Administrator has secured the required State approvals necessary for the amendment and an executed written contract amendment has been issued.

## **8.20 Re-execution of Work**

The Contractor shall re-execute any work that fails to conform to the requirements of the contract which appear during the course of the work and shall immediately remedy any defects due to faulty work by the Contractor.

**Hawaii State Art Museum Cafe**

RFP-22-881-01

Jonathan Johnson  
State Foundation on Culture and the Arts  
Department of Accounting and General Services  
State of Hawaii  
Honolulu, Hawaii 96813

Dear Jonathan Johnson,

The undersigned has carefully read and understands the terms and conditions specified in the solicitation attached hereto and the AG General Conditions, Form AG-008 or as amended; 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 bid, 1) Offeror is declaring this 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. \_\_\_\_\_

Payment address

(other than street address below): \_\_\_\_\_

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

Business address (street address): \_\_\_\_\_

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

Respectfully submitted:

_____	<b>(x)</b>	_____
Date		Authorized (Original) Signature
_____		_____
Telephone No.		Name and Title (Please Type or Print)
_____		_____
Fax No.	**	<b>Exact Legal Name of Company (Bidder)</b>
_____		
E-mail 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: \_\_\_\_\_

**CLIENT REFERENCES  
OFFER FORM**

Client References: Offeror is required to fill out Section 1 for a minimum of three (3) references to customers who received services similar to those called out in this RFP. Offeror shall then complete Section 2 for each reference and email to referenced customer to complete Section 3.

**Section 1. To be completed by the offeror and submitted with offer.**

Customer Name #1: \_\_\_\_\_  
Address: \_\_\_\_\_  
Reference Name: \_\_\_\_\_  
Current Phone: \_\_\_\_\_

Customer Name #2: \_\_\_\_\_  
Address: \_\_\_\_\_  
Reference Name: \_\_\_\_\_  
Current Phone: \_\_\_\_\_

Customer Name #3: \_\_\_\_\_  
Address: \_\_\_\_\_  
Reference Name: \_\_\_\_\_  
Current Phone: \_\_\_\_\_

Customer Name #4: \_\_\_\_\_  
Address: \_\_\_\_\_  
Reference Name: \_\_\_\_\_  
Current Phone: \_\_\_\_\_

Customer Name #5: \_\_\_\_\_  
Address: \_\_\_\_\_  
Reference Name: \_\_\_\_\_  
Current Phone: \_\_\_\_\_

The State may contact all of the references listed to inquire about Offeror's equipment, services, performance, and degree of customer satisfaction. Full points for references will not be awarded unless Section 2 and 3 are emailed from referenced customers.

**Section 2. To be completed by the Contractor – Offeror or Sub-contractor**

Contractor Name:	Contractor Contact/Name:
Project Dates:	Contractor Contact Phone:
Customer Organization:	Customer Contact Name:
	Customer Phone:
Customer Address:	Customer Fax:
Operating Budget of Organization:	
Scope of Project:	
Number of employees staffed for this project:	
Total One-Time Cost of Project (Estimated/Actual):	

Reason for Change in Total One-Time Cost of Project, if applicable:					
Scope of Contractor/Offeror's Involvement in this project:					
Number of employees Contractor/Offeror staffed for this project:					
Original Value of Contractor/Offeror's Contract:		Actual Total Contract Value:			
Reason(s) for Change in Value:					
Estimated Start & Completion Dates:		From:	Click here to enter a date.	To:	Click here to enter a date.
Actual Start & Completion Dates:		From:	Click here to enter a date.	To:	Click here to enter a date.
Reason(s) for Difference Between Estimated and Actual Dates:					



### Section 3. To be completed by the Customer Organization

Contractor Name (maybe subcontractor to Offeror):

Customer Organization:

Contractor Name:

Customer Organization:

#### A. Validation of Referenced Project Data Provided by Offeror in Section 2

Comments from the Customer Organization

#### B. Past Performance Reference

##### RATING GUIDELINES

Selection	Rating
5	Significantly exceeded your expectations.
4	Somewhat exceeded your expectations.
3	Met your expectations.
2	Somewhat below your expectations.
1	Significantly below your expectations.

Please explain ratings of 1, 2, or N/A in the Comments section below.

Criteria	Rating	Not Applicable
1. The Contractor provided sufficient project resources with appropriate skill sets to meet all project goals and objectives.	Choose an item.	<input type="checkbox"/>
2. The Contractor effectively managed its project staff to achieve project goals and objectives.	Choose an item.	<input type="checkbox"/>
3. The Contractor met all required tasks and deliverables timely and satisfactorily.	Choose an item.	<input type="checkbox"/>
4. The Contractor provided effective training and knowledge transfer to meet project goals.	Choose an item.	<input type="checkbox"/>
5. The Contractor satisfactorily managed project scope and risk to adhere to project schedule, control costs, and meet project goals.	Choose an item.	<input type="checkbox"/>
6. The Contractor provided effective post-implementation maintenance and operations support.	Choose an item.	<input type="checkbox"/>

<b>Comments:</b>
For Criteria with Ratings of 1, 2, or N/A:
General Comments:

As a representative of the Customer Organization listed above, I approved the responses to the previous statements about the performance of the Contractor listed above on the project identified in Section 2 of this Offeror Experience Reference Form.	
Printed Name:	Printed Title:
Signature:	Date:

**STATEMENT OF WORK  
FOR  
RFP-22-881-01**

It is anticipated that the proposed Statement of Work (SOW) will be incorporated as an attachment to the resultant award instrument. The SOW, without restrictive markings, is your company's affirmation that the SOW is non-proprietary.

**Hawaii State Art Museum Café Management**

**X.X BACKGROUND**

[The Contractor explain details of the project]

**X.X OBJECTIVE**

[The Contractor gives a clear objective statement]

**X.X SCOPE OF WORK**

[This section should describe, in general terms, the work effort that will be performed by the Contractor.]

**X.X REQUIREMENTS**

[This section must describe each task(s) the Contractor shall perform using complete sentences. The task(s) shall be arranged systematically and logically so that both parties (Contractor and State) understand the desired effort. All task(s) must be listed in chronological order. The task(s) must be explained in clear and understandable terms. Include any industry-specific standards that need to be adhered to in fulfilling the SOW.]

(NOTE: Numbering of tasks shall be as follows 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, etc.)

**X.X DELIVERABLES & QUALITY CONTROL REQUIRED KEY PERFORMANCE INDICATORS**

[Deliverable product(s) consist of, but are not limited to, monthly or quarterly progress reports, final reports, software, and hardware (contractor acquired property, government furnished property, prototypes). In this section all of the deliverable items should be defined.]