HAWAII DEPARTMENT OF AGRICULTURE

Release Date: February 8, 2019

Request for Proposals
No. RFP-2019 Whitmore Greenhouse

Sealed offers

TO SUPPLY AND ASSEMBLE MATERIALS FOR A GREENHOUSE LOCATED AT WHITMORE, OAHU

Will be received up to 4:30 P.M. HST On March 1, 2019 in the Department of Agriculture, Animal Industry Division Office (99-941 Halawa Valley Street, Aiea, HI 96701). Direct questions relating to this solicitation to Todd Low, Telephone (808) 973-9607 or Email at todd.e.low@hawaii.gov.

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Section One
Introduction, Terms and Acronyms, and Key Dates

1. Introduction

The Hawaii Department of Agriculture (HDOA), Agribusiness Development Corporation (ADC) is requesting proposals to supply and assemble greenhouse materials at Whitmore, Oahu. The RA shall be in accordance with these Specifications, Scope of Work, and Special Provisions.

2. Cancellation

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

3. Terms and Acronyms Use Throughout the Solicitation

ADC	=	Agribusiness Development Corporation, 235 S Beretania Street #205, Honolulu, HI 96813
BAFO	=	Best and Final Offer
CPO	=	Chief Procurement Officer
DAGS	=	Department of Accounting and General Services
GC	=	General Conditions, issued by the Department of the Attorney General
GET	=	General Excise Tax
HAR	=	Hawaii Administrative Rules
HDOA	=	Hawaii Department of Agriculture, 1428 South King Street, Honolulu, HI 95814
HRS	=	Hawaii Revised Statutes
Offeror	=	Any individual, partnership, firm, corporation, joint venture, or representative or agent, submitting an offer in response to this solicitation
POC	=	Point of Contact for Offeror
Procurement Officer	=	Contracting Officer for the State of Hawaii, Department of Agriculture
RFP	=	Request for Proposals
State	=	State of Hawaii, including each departments and political subdivisions

4. RFP Schedule and Significant Dates

The schedule represents the State's best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If a component of this schedule, such as "Proposal Due Date/Time" date is delayed, the rest of the schedule will likely be shifted by the

same number of days. Any change to the RFP Schedule and Significant Dates shall be reflected in and issued in an addendum. The approximate schedule is as follows:

Notice of Request for Proposals	February 8, 2019
Deadline to Submit Written Questions	February 15, 2019
State's Response to Written Questions	February 20, 2019
Proposals Due Date / Time	March 1, 2019 4:30 pm
Proposal Evaluations	March 4-6, 2019
Discussion with Priority Listed Offerors (if necessary)	March 7, 2019
Best and Final Offer Date / Time (if necessary)	March 9, 2019 4:30 pm
Notice of Award	March 15, 2019
Notice to Proceed	March 18, 2019
Contract Start Date	April 1, 2019

5. Questions and Answers Prior To Opening of Proposals

All questions shall be submitted in writing and directed to Todd Low by (1) Mail: Animal Industry Division, 99-941 Halawa Valley Street, Aiea, HI 96701; (2) Email: todd.e.low@hawaii.gov; or (3) Fax: (808) 483-7110 by the due date specified in Section 1.4, RFP Schedule and Significant Dates, as amended.

The State will respond to questions through Addenda by the date specified in Section 1.04, RFP Schedule and Significant Dates, as amended.

Section Two
Background and Scope of Work

2.1 Project Overview and History

Controlled Environment Agriculture is a technology-based approach toward food production. The aim of CEA is to provide protection and maintain optimal growing conditions throughout the development of the crop. Production takes place within an enclosed growing structure such as a greenhouse. Plants are often grown using hydroponic methods in order to supply the proper amounts of water and nutrients to the root zone. CEA optimizes the use of resources such as water, energy, space, capital and labor.

There is no standardized greenhouse design for tropical conditions. The Whitmore Greenhouse project will fill that gap as a working demonstration for greenhouse design and operations to optimize growing conditions in local conditions.

2.2 Scope of Work

The Whitmore Greenhouse project will deliver a model modern greenhouse designed to operate in the tropics.

The specifications are as follows:

Greenhouse Type	AgraTech Solar Light Series or Approved Equal
Total Area	Approximately 12,000 sq ft (dimensions dependent on manufacturer's specifications)
Maximum Wind Speed	Specified to withstand a minimum of 130 mph wind gust
Eave Height	14 foot
Roof	Corrugated polycarbonate
Roof Vents	Double motorized roof vents
Upper Gable	Corrugated polycarbonate
Ends and Sides	Anti-insect netting, 40 mesh
Shade Curtain	Motorized retractable shade curtain – 50% shade
Plans and Installation	
Design Criteria	▪ Greenhouse frame shall be designed to meet local building code. ▪ Greenhouse plans must include structural prints and calculations sealed by a registered professional engineer in the state of Hawaii. ▪ Greenhouse plans must include complete shop drawings, including the placement of equipment, and doors. ▪ Greenhouse bid must include detailed cost breakdown for greenhouse construction including concrete for posts and sidewalks and vestibules and installation of shade curtain.

	▪ Greenhouse bid must include detailed cost breakdown for purchasing and installation of automatic controls for vents and curtains and fans for circulation and exhaust.
Erection of Greenhouse	▪ A qualified greenhouse contractor approved in writing by the manufacturer shall erect the greenhouse. ▪ The greenhouse contractor shall have at least five (5) years' experience in building greenhouses in Hawaii of the type specified. ▪ The Contractor shall have all site conditions correct and ready prior to greenhouse erection. ▪ No masonry, foundation, or footer installation shall be made prior to approval of greenhouse plans. ▪ Greenhouse shall be erected in accordance with manufacturer's drawings and instructions. ▪ Equipment shall be installed with manufacturer's installation instructions and recognized industry practices to insure intended function. ▪ The greenhouse contractor will install equipment in place. ▪ All mechanical connections (electrical and plumbing) will in compliance with local building codes.
Warranty	▪ Greenhouse shall have a warranty period of at least one year for defects of structural and glazing. ▪ Equipment in the greenhouse will carry the manufacturer's standard warranty for parts.

2.3 HDOA Responsibilities

HDOA will provide the following assets to the project.

1. Project management, if available, as requested.

2. Coordination between State, County and Federal entities, which represent additional project support.

2.4 Term of Contract

This contract shall be for a period of twelve (12) months beginning on the official commencement date of the Notice to Proceed, approximately April 1, 2019 or similar.

Unless terminated, the Contractor and the State may extend the term of the contract for an additional period of up to one month or portions thereof without the necessity of re-bidding, upon mutual agreement in writing at least sixty (60) days prior to the expiration of the contract. The contract price or commission paid to the Contractor for the extended period shall remain the same or at a lesser rate.

When interests of the State or the Contractor so require, the State or the Contractor may terminate the contract for convenience by providing six (6) weeks prior written notice to the contracted parties.

2.5 Contract Administrator

For the purposes of this contract, Todd Low, Manager, Animal Industry Division, Aquaculture and Livestock Support Services (808) 973-9607, or authorized representative, is designated the Contract Administrator.

Section Three
Proposal Format and Content

3.1 Offeror's Authority to Submit an Offer

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

3.2 Competency of Offeror

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

3.3 Required Review

1. Before submitting a proposal, each Offeror must thoroughly and carefully examine this RFP, any attachment, addendum, and other relevant document, to ensure Offeror understands the requirements of the RFP. Offeror must also become familiar with State, local and federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.

2. Should Offeror find defects and questionable or objectionable items in the RFP, Offeror shall notify the Hawaii Department of Agriculture, Animal Industry Division in writing prior to the deadline for written questions as stated in the RFP Schedule and Significant Dates, as amended. This will allow the issuance of any necessary corrections and/or amendments to the RFP by addendum, and mitigate reliance of a defective solicitation and exposure of proposal(s) upon which award could not be made.

3.4 Proposal Preparation Costs

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

Section Four
Evaluation Criteria and Contractor Selection

4.1 Evaluation Criteria

Evaluation criteria and the associated points are listed below. The award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria listed in this section.

The total number of points used to score this contract is 100.

1. Cost of services (25)

2. Proven quality of greenhouse materials as evidenced by prior installations (25)

3. Previous experience, capability and proficiency in the installation and erection of greenhouses (25)

    a. Number of years in the business and number of years performing services specified in this RFP
    b. Reference and client listings (up to 10)
    c. At least two (2) relevant sample projects submitted

4. Project Proposal (25)

    a. Methodology
    b. Timeline
    c. Expected Results
    d. Possible Shortfalls
    e. Recommended changes to specifications or scope of work that may be necessary to yield the results sought by the HDOA

Section Five
Contractor Selection and Contract Award

5.1 Evaluations of Proposals

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

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

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

5.2 Discussion with Priority Listed Offerors

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

5.3 Award of Contract

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

5.4 Responsibility of Offerors

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

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

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

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

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

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

5.5 Proposal as Part of the Contract

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

5.6 Public Examination of Proposals

Except for confidential portions, the proposals shall be made available for public inspection upon posting of award pursuant to HRS §103D-701.

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

5.7 Debriefing

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

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

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

5.8 Protest Procedures

Pursuant to HRS §103D-701 and HAR §3-126-3, an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer at: Keith Aragaki, Hawaii Department of Agriculture, Administrative Services Office, 1428 South King Street, Honolulu, HI 95814. Email: Keith.L.Aragaki@hawaii.gov; Phone: (808) 973-9606; Fax: (808) 973-9613.

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

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

5.9 Approvals

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

5.10 Offer Acceptance Period

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

5.11 Subcontracting

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

5.12 Contract Execution

Successful Offeror receiving award shall enter into a formal written contract in the form as in Attachment 3. No performance or payment bond is required for this contract.

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

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

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

5.13 Insurance

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

    a. Commercial General Liability Insurance

    Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the Contractor, its employees and subcontractors during the term of the Contract. This insurance shall include the following coverage and limits specified or required by any applicable law: bodily injury and property damage coverage with a minimum of $1,000,000 per occurrence; personal and advertising injury of $1,000,000 per occurrence; broadcasters' liability insurance of $1,000,000 per occurrence; and with an aggregated limit of $2,000,000. The commercial general liability policy shall

be written on an occurrence basis and the policy shall provide legal defense costs and expenses in addition to the limits of liability stated above. The Contractor shall be responsible for payment of any deductible applicable to this policy.

b. Automobile Liability Insurance

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

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

2. The Contractor shall deposit with the SPO, on or before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the SPO that the provisions of the Contract have been complied with, and to keep such insurance in effect and provide the certificate(s) of insurance to the SPO during the entire term of the Contract. Upon request by the SPO, the Contractor shall furnish a copy of the policy or policies.

3. The Contractor will immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed up expiration.

4. The certificates of insurance shall contain the following clauses:

a. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

b. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

5. Failure of the Contractor to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the State to exercise any or all of the remedies provided in the Contract (including without limitation terminating the Contract). The procuring of any required policy or policies of insurance shall not be construed to limit the Contractor's liability hereunder, or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the Contractor shall be responsible for the full and total amount of any damage, injury, or loss caused by the Contractor's negligence or neglect in the provision of services under the Contract.

5.14 Payment

HRS Section 103-10 provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by HRS §103-10, as amended.

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

5.15 Contract Invalidation

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

5.16 Additional Terms and Conditions

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

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

Section Six
Special Provisions

6.1 Offer Guaranty

A proposal security deposit is NOT required for this RFP.

6.2 Acceptance and Testing

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

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

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

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

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

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

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

It shall be the duty of the governmental 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.

Section Seven

Attachments and Exhibits

- Attachment 1: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-2
- Attachment 3: CONTRACT FORM and AG GENERAL CONDITIONS
- Attachment 4: OVERVIEW OF THE RFP PROCESS

OFFER FORM, OF-1

Sealed offers for
TO DEVELOP A RISK-BASED FRAMEWORK TO MITIGATE THE ENVIRONMENTAL IMPACTS OF AQUACULTURE OPERATIONS AND PROPAGATED AQUATIC LIVESTOCK SPECIES IN HAWAII

Project Administrator
Department of Agriculture, Animal Industry Division
99-941 Halawa Valley Street
Aiea, Hawaii 96701

Dear Project Administrator:

The procurement conducted for the specified goods and/or services are pursuant to Hawaii Revised Statutes (HRS) Chapter 103D and its Hawaii Administrative Rules (HAR). The undersigned has carefully read and understands the terms and conditions specified in the Specifications, Special Provisions and in the AG General Conditions, Form AG-008, dated 4/15/09 attached hereto; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) Offeror is declaring that offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) Offeror is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ *Corporation ☐ Joint Venture

☐ Other _____

*State of incorporation: _____

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

Federal I.D. No. _____

Payment address (other than street address below):_____

City, State, Zip Code:_____

Business address (street address):_____

City, State, Zip Code:_____

Respectfully submitted:

Date: _____ (x) _____
Authorized (Original) Signature

Telephone No: _____

_____
Name and Title (Please Type or Print)

Fax No: _____

_____
**Exact Legal Name of Company (Offeror)

Email Address: _____

**If Offeror is a “dba” or a “division” of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed: _____

OFFER FORM, OF-2

TO DEVELOP A RISK-BASED FRAMEWORK TO MITIGATE THE ENVIRONMENTAL IMPACTS OF AQUACULTURE OPERATIONS AND PROPAGATED AQUATIC LIVESTOCK SPECIES IN HAWAII

[RFP-2016 Aquaculture Risk]

Total contract cost for accomplishing the development and delivery of the services.

$_____

Note: Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services.

Offeror _____
Name of Company

Overview of the RFP Process

1. The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS §103D-303.

2. The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.

3. Proposals shall be received at the Department of Agriculture, Animal Industry Division, 99-941 Halawa Valley Street, Aiea, HI 96701, no later than the date and time stated in Section 1.04, RFP Schedule and Significant Dates, as amended. The register of proposals and Offerors' proposals shall be open to public inspection after posting of the award. All proposals and other material submitted by Offerors become the property of the State and may be returned only at the State's option.

4. The Procurement Officer, or an evaluation committee approved by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section Four.

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

6. If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors who submit acceptable or potentially acceptable proposals.

7. Following any discussions, Priority Listed Offerors will be invited to submit their BAFO, if required. The Procurement Officer or an evaluation committee reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors prior to the submission of the BAFO.

8. The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.04, RFP Schedule and Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer shall be construed as its BAFO.

9. After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Four, the Procurement Officer or an evaluation committee will make its recommendation. The Procurement Officer will award the contract to the Offeror whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in Section Four.

10. The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Once award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary should be identified by the Offerors and shall be excluded from access.

11. The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFP.

12. The RFP, any addenda issued, and the successful Offeror's proposal shall become a part of the contract. All proposals shall become the property of the State of Hawaii.