



RELEASE DATE: JULY 12, 2022

**The State of Hawaii
State Procurement Office**

**Request for Proposals
Solicitation No. 22012**

**INTERISLAND AIRLINE PRICE
AGREEMENT - STATEWIDE**

OFFERS ARE DUE AT 2:30 P.M., HAWAII STANDARD TIME (HST) ON

August 5, 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 PROCUREMENT OFFICE

**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:**

SHANNON OTA,
TELEPHONE (808)586-0563 OR EMAIL ADDRESS shannon.j.ota@hawaii.gov.

Donna Tsuruda-Kashiwabara
Procurement Officer

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RFP Administrative Information

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|---|--|
| RFP Title: | INTERISLAND AIRLINE PRICE AGREEMENT - STATEWIDE |
| RFP Project Description: (See Purpose) | The State of Hawaii in conjunction is seeking Contractor(s) to provide Interisland Airline services |
| RFP Point of Contact: (See State Contract Administrator) | Buyer Name – Shannon Ota Agency Name – State Procurement Office Agency Address – 1151 Punchbowl Street, Rm 416, Honolulu, HI 96813 Buyer email – shannon.j.ota@hawaii.gov Buyer Phone – (808) 586-0563 |
| Submit proposals electronically via Hawaii Electronic Procurement System (HiePRO): (See Electronic Submission of Proposals) | Electronic Submission hiepro.ehawaii.gov |
| Deadline to Receive Questions: (See Schedule and Significant Dates and Electronic Submission of Questions) | July 15, 2022; 2:30 P.M. Hawaii Standard Time (HST) |
| Question & Answers: (Sections Schedule and Significant Dates and Electronic Submission of Questions) | All questions, including those about Terms and Conditions, must be submitted through HiePRO. Questions must be submitted by the question deadline date. |
| RFP Closing Date: (See Schedule and Significant Dates) | August 5, 2022 |
| RFP Closing Time: (See Schedule and Significant Dates) | 2:30 P.M. Hawaii Standard Time (HST) |
| Initial Term of Contract and Renewals: (See Period of Performance) | Two (2) year(s) beginning on the date specified on the Notice to Proceed. and four (4) additional 12-month renewal periods, or parts thereof. Upon mutual agreement, the contract may be extended or amended. |
| <p>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 3.5 PAYMENT TO HAWAII INFORMATION CONSORTIUM, LLC DBA NIC HAWAII.)</p> | |

REQUEST FOR PROPOSALS
Interisland Airline Price Agreement -Statewide
RFP No. 22012

Section 1: General Information

1.1 Purpose

The Hawaii State Procurement Office is requesting proposals for the purpose of creating a vendor list of pre-qualified vendors to furnish price agreements for interisland airline pricing for scheduled transportation services on an “as needed” basis during the term of the contract, at the lowest possible cost for the departments/agencies of the Executive Branch, State of Hawaii and the other participating purchasing jurisdictions specified in this solicitation.

1.2 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: | July 12, 2022 |
| Question Submittal Deadline: | July 15, 2022; 2:30 P.M. HST |
| Answers to Questions: | July 18, 2022; 2:30 P.M. HST |
| Proposal Due Date and Time: | August 5, 2022; 2:30 P.M. HST |
| Evaluations | August 8, 2022 – August 10, 2022 |
| Estimated Date for Discussions, if necessary | To be scheduled |
| Estimated Due Date for BAFO, if necessary | To be scheduled |
| Anticipated Award Date: | August 15, 2022 |

1.3 Contract Type

This is an indefinite-quantity contract.

1.4 Period of Performance

This contract shall be for an initial period of twelve (12) months 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 four (4) additional 12-month

renewal periods, 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 as described in the offer.

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.

1.5 Point of Contact

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 Procurement Office is:

Shannon Ota
Purchasing Specialist
1151 Punchbowl Street, Room 416
Honolulu, HI 96813
shannon.j.ota@hawaii.gov
Phone: (808) 586-0563; Fax: (808) 586-0570

1.6 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.
- **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.

- **Offeror** means the company or firm that submits a proposal in response to this Request for Proposal.
- **Procurement Officer** means any person with delegated authority to enter into and administer contracts and make written determination with respect thereto. The term includes an authorized representative acting within the limits of authority. The delegated authority is received from the chief procurement officer directly or through the head of a purchasing agency or designee to the procurement officer.
- **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 (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.
- **State** means judiciary, the legislature, office of Hawaiian Affairs, department of education, University of Hawaii, Hawaii health systems corporation, remaining departments of the executive branch and all governmental bodies administratively attached to them, and the counties.

Section 2: Solicitation Information

2.1 Governing Laws and Regulations

This procurement is conducted by the Department of Accounting and General Services (DAGS), State Procurement Office (SPO), in accordance with the State Procurement Code. Information about SPO 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 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.

Offerors shall enter \$1.00 as the Unit Price in US Dollars and Cents when submitting their offer in HlePRO. Offeror shall provide the usage report to NIC Hawaii until the \$5,000 is paid to NIC Hawaii.

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 Procurement Office.

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 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 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 Schedule and Significant Dates. The State may issue Addenda in response to written questions received regarding the RFP.

2.5 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 Schedule and Significant Dates. Answers will be given via the Hawaii State eProcurement System (HlePRO) site as noted in 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 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.

2.8 Firm Offers

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

2.9 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.

2.10 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.

2.11 Additional Information

The Offeror shall provide additional information regarding aspects of an Offeror's Proposal within five (5) 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. Offerors shall be considered non-responsive if unable to cover the minimum requirements which they may not be considered for award.

3.2 Use of Contract Airlines Fares

If the awarded contractor(s) at any time during the term of the contract offer fares to the public at a rate lower than the contract airline fares, the lower fare must be offered to state travelers under the same conditions. State travelers may elect to utilize any such arrangements that provide a fare less than the contract airline fare, in accordance with airline requirements.

3.3 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. NIC Hawaii 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 August 12, 2022, 2:30pm 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 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 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. Proposal shall be submitted in size 12 Arial font or equivalent.

To be considered responsive, the Offeror's proposal shall include all items specified in this RFP, including subsequent Addenda. Any proposal offering any other set of terms and conditions that conflict with those terms and conditions set forth herein or in any subsequent Addenda may be rejected without further consideration.

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

4.5.2 Table of Contents. Offeror shall complete and submit in HlePRO. A Table of Contents must be included with each proposal. All major parts of the proposal shall be identified by referencing page numbers.

4.5.3 Attachments. Each document listed below shall be completed when submitting in HlePRO. See Special Provisions, Proposal Preparation.

4.5.3.1 Offer Checklist. Submittal of checklist with all items checked "completed."

4.5.3.2 Offer Form, OF-1. Offeror shall complete and submit OF-1 in HlePRO. Offeror is required to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF1. 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 or the Offeror's authorized signature on the OFFER FORM, OF-1 shall be an electronically signed signature with audit trail. 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, and the understanding of evaluation criteria and process.

4.5.4 Evaluation Criteria Submittals (Refer to Section 6 Evaluation Criteria). Offeror shall complete and submit in HlePRO. This section shall be sub-divided by the evaluation criteria and include the narrative and any other requirements. All responses shall be typed in Arial 12 font or equivalent. Information that exceeds the maximum number of pages allowed and/or not typed will receive lower points.

4.5.4.1. Evaluation Criteria 1: Qualifications

- General Business and Management

- Management and Staffing

4.5.4.2 Evaluation Criteria 2: Operations and Technical Expertise

- Reservations' Booking Mechanism
- Payment by pCard

4.5.4.3 Evaluation Criteria 3: Management/Performance Reports

- Total expenditure by jurisdiction
- Total number of segments flown by origin/destination
- Other reports

4.5.4.4 Evaluation Criteria 4: Pricing Option(s)

- Fixed airline fees
- Unrestricted fares
- Capacity controlled fares
- Web special fares and Promotional fares

4.5.4.5 Evaluation Criteria 5: Additional Services/Benefits

- Waived or discounted checked baggage fees
- Waived or discounted hand carry luggage
- Waived or discounted for name, date & itinerary changes
- Waived or discounted cancellation fees
- Priority boarding
- Same day standby at no additional costs
- Last seat availability at contract rate

4.5.4.6 Evaluation Criteria 6: Volume Incentives

- ie. Volume Rebate or Corporate Mileage Program

4.5.5 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

An evaluation committee of at least three (3) qualified State employees approved by the SPO Procurement Officer, shall evaluate proposals for the contract. The evaluation will be based solely on Evaluation Criteria and the process described in this section.

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 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

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 the Evaluation Criteria.

5.6 Award of Contract

Award shall be made to the responsible Offerors 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. This may result in a multiple award.

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 Responsibility of Offerors.

5.8 Evaluation Criteria

The following criteria shall be used in evaluating the Offerors:

Table 1 - Evaluation Criteria

| Evaluation Category | Point Breakdown |
|---|------------------------|
| Evaluation Criteria 1: Qualifications | 20 |
| Evaluation Criteria 2: Operations and Technical Expertise | 35 |
| Evaluation Criteria 3: Management/Performance Reports | 20 |
| Evaluation Criteria 4: Pricing Option(s) | 50 |
| Evaluation Criteria 5: Additional Services/Benefits | 50 |
| Evaluation Criteria 6: Volume Incentives | 25 |
| Total Possible Points | 200 |

5.9 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:

| | | | |
|-------------------------|---|--------------------------------------|----------|
| Rate Achieved | X | Points Possible For that Criteria | = Points |
| Total Rating Achievable | | | |

Example:

| | | | |
|--------------------|---|----|------|
| 4 Very Good | X | 25 | = 20 |
| 5 | | | |

| | | | |
|---------------|---|----|-----|
| 1 Poor | X | 25 | = 5 |
| 5 | | | |

Proposals that do not score 140 points overall shall not be considered for award.

5.10 Notice of Award

After a final selection is made, the State will issue a notice of award(s) 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>.

5.11 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 Protest Procedures for submitting a protest.

Section 6: Evaluation Criteria

6.1 Evaluation Criteria 1: General Business, Management & Staffing

- 6.1.1 Provide history and ability to provide interisland pricing as part of an overall scope of business.
- 6.2.2 Does your company have management and staffing to confirm statewide airline reservations on an as needed basis? If so, describe.

6.2 Evaluation Criteria 2: Operations and Technical Expertise

- 6.2.1 Explain how contracted fare(s) will be disseminated in a timely manner and in accordance with offers.
- 6.2.2 Describe the mechanism for State travelers to book contracted fares for official business travel at no cost to the or other participating entity.
 - 6.2.2.1 The offer may include, but not limited to a dedicated online reservations system, available 24 hours a day/7 days a week to book, change or cancel reservations for the exclusive use by State travelers.
 - 6.2.2.2 The offer may include but not limited to a single pricing code for State employees to make reservations.
- 6.2.3 The awarded contractor(s) shall accept the State's purchasing card (pCard) as the primary form of payment for all Executive Branch departments. Other participating jurisdictions may use alternate form of corporate credit card accounts. Will pCard be accepted? Explain how payment of method will be monitored.

6.3 Evaluation Criteria 3: Management/Performance Reports

- 6.3.1 Is your company able to provide a report to show total expenditure by department/agency/jurisdictions and overall? Provide a sample report.
- 6.3.2 Is your company able to provide a report of total number of trips by department/agency/jurisdictions and overall? Provide a sample report.
- 6.3.2 Is your company able to provide a report to show total numbers of segments flown by origin/destination? Provide a sample report.
- 6.3.4 Describe any other relevant reports your company is able to provide.

6.4 Evaluation Criteria 4: Pricing Options

- 6.4.1 Describe your companies pricing options.

- 6.4.1.1 Will pricing be fixed airline fares with price adjustments?
- 6.4.1.2 Will pricing be fixed or varied dollar discount or percentage discount on unrestricted fares, capacity controlled fares, web special fares and promotional fares?

6.4.2 Do all pricing options include federal, state, and county taxes, fees, and surcharges and any other mandatory fees?

6.5 Evaluation Criteria 5: Additional Services/Benefits

- 6.5.1 Waived or discounted checked baggage fees for standard, oversize, and overweight bags? Provide fees and description.
- 6.5.2 Waived or discounted fees for carryon luggage? Provide fees.
- 6.5.3 Waived or discounted fees for name change? If so, explain fees.
- 6.5.4 Waived or discounted fees for date and/or itinerary changes? If so, explain fees.
- 6.5.5 Waived or discounted cancellation fees? If so, explain fees.
- 6.5.6 Explain if Priority Boarding is available.
- 6.5.7 Explain if same day standby available at no additional charge.
- 6.5.8 Explain if company offers last seat availability at contracted rate.
- 6.5.9 Provide any other additional services/benefits offered.

6.6 Evaluation Criteria 6: Volume Incentives

- 6.6.1 Describe what kind of incentive rebate program is your company providing?
(Quarterly rebates, corporate mileage, flight certificates, etc.)
- 6.6.2 Provide any other volume incentives offered.

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 Procurement Office is:

Shannon Ota
Purchasing Specialist
1151 Punchbowl Street, Room 416
Honolulu, HI 96813
matthew.m.chow@hawaii.gov
Phone: (808) 586-0563; Fax: (808) 586-0570

7.2 Dispute Process and Escalation

The following steps address any issues or concerns that may occur during the transition/implementation stage or at any time throughout the contract period:

Contractor shall work with the ordering agency to address any issues or concerns during the contract period. If unresolved, contractor shall contact the Jurisdiction's point of contact before contacting the State Procurement Office Contract Administrator.

7.3 Post Award Deliverables

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

| | Due Date | Deliverable | Action Required |
|---------------------|-------------------------------------|----------------------------------|---|
| Liability Insurance | Prior to the start of the contract. | Liability Insurance Certificates | Contractor shall maintain during the life of the contract and provided to the SPO contract administrator prior to the policy expiration |

| | | | |
|---------------|--|--|--|
| Usage Reports | October 31 for date range FY Q1: July 1 – September 30 | Report includes but not limited to: <ul style="list-style-type: none"> 1. Total spend 2. Total number of trips 3. Jurisdiction or Department/Agency <ul style="list-style-type: none"> • Total spend • Total number of trips | Contractor shall provide on a quarterly basis. |
| | January 31 for date range FY Q2: October 1 – December 31 | | |
| | April 30 for date range FY Q3: January 1 – March 31 | | |
| | July 31 for date range FY Q4: April 1 – June 30 | | |

Section 8: Special Provisions

8.1 Scope

The Offer shall be in accordance with this RFP solicitation, including the Special Provisions in this section, the Scope of Work specified herein, the SPO General Provisions, dated 7/2017 or as amended, and the Attorney General (AG) General Conditions, Form AG-008 or as amended.

A SPO Vendor List contract will be issued as a result of any award(s) made for this RFP. Participating jurisdictions will utilize the Vendor List during the term of the contract.

8.2 State Participation

In return for offerors submitted the following purchasing jurisdictions may purchase their requirements from the successful Offeror(s):

| | |
|--|--|
| Executive Department/Agencies | City & County of Honolulu |
| Department of Education (DOE) | Honolulu City Council |
| Hawaii Health Systems Corporation (HHSC) | Honolulu Board of Water Supply |
| University of Hawaii | Honolulu Authority for Rapid Transportation |
| Public Charter School Commission and Schools | County of Hawaii |
| Office of Hawaiian Affairs | Hawaii County Council |
| House of Representatives | County of Hawaii-Hawaii Department of Water Supply |
| Senate | County of Maui |
| Judiciary | Maui County Council |
| | County of Maui-Department of Water Supply |
| | County of Kauai |
| | Kauai County Council |
| | County of Kauai-Department of Water |

8.3 Use of Price or Vendor List by Nonprofit Organizations

Pursuant to Section 103D-804, HRS nonprofit organizations with current purchase of services contract(s) (Chapter 103F, HRS) have been invited to participate in SPO price or vendor list contracts.

If a nonprofit organization (hereinafter called “nonprofit”) wishes to purchase from a SPO price or vendor list contract, the nonprofit must obtain approval from the price or vendor list contractor; participation must be mutually agreed upon. A price or vendor list contractor may choose to deny participation by a nonprofit. Provided, however, if a nonprofit and price or vendor list contractor mutually agree to this arrangement, it is understood that the nonprofit will retain its right to purchase from other than a price or vendor list contractor.

8.4 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.

8.4.1 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.

8.4.2 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.

8.4.3 Verification of Compliance on the HCE

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

8.4.4 Vendor Compliance - Paper Documents

Vendors not utilizing the HCE to demonstrate compliance shall provide the paper certificates to the State Procurement Office as instructed below. All certificates must be valid on the date it is received by the State Procurement Office. Timely applications for all applicable clearances are the responsibility of the Offeror.

8.4.4.1 HRS Chapter 237 Tax Clearance Requirement for Award

Pursuant to Section 103D-328, HRS, the Contractor shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green-certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate.

The *Tax Clearance Application*, Form A-6, and its completion and filing instructions, are available on the DOTAX website: <http://tax.hawaii.gov/forms/>.

8.4.4.2 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 Procurement Office.

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/>.

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

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 Procurement Office. To obtain the certificate, the Contractor must be registered with the BREG. A sole proprietorship is not required to register with the BREG and is therefore not required to submit the certificate.

For more information regarding online business registration and the COGS is available at <http://cca.hawaii.gov/breg/>.

8.4.6 Timely Registration

The above certificates should be applied for and submitted to the State 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.

8.4.7 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.

8.4.8 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 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.

8.5 Proposal Preparation

8.5.1 Attachments

Offeror shall complete following and submit in HlePRO.

- 7.6.1.1 Table of Contents
- 7.6.1.2 Checklist
- 7.6.1.3 Offer Form, OF-1
- 7.6.1.4 Evaluation Criteria Submittals

8.5.2 Offer Guaranty

An offer guaranty is NOT required for this RFP.

8.5.3 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>.

8.5.4 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 in the space provided on OFFER FORM, page OF-1, thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the State.

8.6 Confidentiality

8.6.1. 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 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.

8.6.2 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.

8.6.3 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).

8.7 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.

8.8 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:

Procurement Officer
State Procurement Office
1151 Punchbowl Street, Rm 416
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.

8.9 Notice to Proceed

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

8.10 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.

8.11 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.

| <u>Coverage</u> | <u>Limits</u> |
|--|--|
| Commercial General Liability | |
| Bodily injury and property damage | \$1,000,000 per occurrence |
| Personal and Advertising Injury | \$1,000,000 per occurrence |
| | \$2,000,000 aggregate |
| Automobile Liability | |
| Bodily Injury | \$1,000,000 per person |
| Bodily Injury | \$1,000,000 per accident |
| Property Damage | \$1,000,000 per accident |
| Professional and Technology Based Services | \$3,000,000 per accident/occurrence/annual aggregate |
| Network/Cyber Liability | \$3,000,000, per claim/occurrence/annual aggregate |

Commercial General Liability Insurance

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.

Automobile Liability Insurance

Automobile liability insurance covering owned, non-owned, leased, and hired vehicles.

Professional and Technology-Based Services Liability Insurance

Insuring against damages and claim expense as a result of claims arising from actual or alleged wrongful acts in performing cyber and technology activities.

Network/Cyber Liability Insurance

Including coverage for Professional and Technology-Based Services Liability if not covered under Company's Professional Liability/Errors and Omissions Insurance reference above, covering the Contractor, its employees, agents, contractors, and subcontractors in the performance of all services.

Each insurance policy required by this contract, 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.

8.12 Contract Invalidation

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

8.13 Mistakes in Proposals

8.13.1 Mistakes shall not be corrected after awarding of the contract.

8.13.2 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.

8.13.3 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.

8.13.4 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.

8.14 Modification Prior to Submittal Deadline or Withdrawal of Offers

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