



RELEASE DATE: December 8, 2023

**The State of Hawai‘i
Department of Business, Economic Development, and Tourism
Hawai‘i Tourism Authority**

**REQUEST FOR PROPOSALS
RFP NO. 24-09**

**HAWAI‘I TOURISM GLOBAL SUPPORT SERVICES FOR BRAND
MANAGEMENT & MARKETING**

**OFFERS ARE DUE AT 2:00 P.M. HAWAI‘I STANDARD TIME (HST) ON
January 8, 2024**

(Or such later date as may be established by the State of Hawai‘i by an Addendum to this RFP)

**ELECTRONIC SUBMISSION TO THE STATE OF HAWAI‘I ePROCUREMENT SYSTEM
(HIePRO) ONLY.**

QUESTIONS RELATING TO THIS RFP, ISSUES RELATING TO THE ACCESSIBILITY OF THIS RFP, AND REQUESTS FOR ACCOMMODATIONS FOR PERSONS WITH DISABILITIES IN CONNECTION WITH THIS RFP SHALL BE COMMUNICATED THROUGH HIePRO.

A handwritten signature in black ink, appearing to read "Tracey Fermahin".

Tracey Fermahin
Procurement Manager
HAWAI‘I TOURISM AUTHORITY

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For screen reader users, the Hawai'i Tourism Authority uses Hawaiian orthography. Please note that screen readers may not read or pronounce the Hawaiian words correctly.

SECTION ONE: INTRODUCTION, TERMS AND ACRONYMS, AND KEY DATES

1.1 INTRODUCTION

The Hawai‘i Tourism Authority (HTA) is the state agency responsible for representing The Hawaiian Islands around the world and for holistically managing tourism in Hawai‘i in a sustainable manner consistent with community desires, economic goals, cultural values, preservation of natural resources, and visitor industry needs.

The HTA was established in 1998 under Chapter 201B, Hawai‘i Revised Statutes (HRS). The HTA is administratively attached to the Department of Business, Economic Development and Tourism (DBEDT). The HTA’s President and Chief Executive Officer reports directly to the HTA Board of Directors and is responsible for assisting the Board in its responsibility to execute the mandate of HRS 201B.

The HTA works with the community and industry to ensure that we live up to Mālama Ku‘u Home – caring for our beloved home – by guiding Hawai‘i’s transition to a regenerative model of tourism. The agency does this through visitor education, brand management, community reinvestment, and collaboration to maximize tourism’s economic benefit while mitigating its negative impacts. Partners include visitor industry businesses and organizations, community groups, and government agencies at the county, state, and federal levels.

Representation of the Hawaiian Islands in our primary visitor source markets, known as Major Market Areas (MMAs), is through contracted firms collectively known as our Global Marketing Teams (GMTs). HTA currently engages GMTs in the USA, Canada, Oceania (Australia & Aotearoa-New Zealand), Japan, Korea, China, and Europe markets.

In addition, the HTA creates, manages, and supports the development of unique tourism experiences such as community and cultural festivals, sporting events, natural resources, and community and cultural programs. The HTA also evaluates its programs on their impacts and return on investment (ROI) of public funds. The HTA also directly affects the visitor experience through its support of workforce development, visitor assistance programs, the integration of community and residents’ considerations, and a deep respect for Native Hawaiian culture.

The 2020 – 2025 HTA Strategic Plan frames our work with four interacting pillars: Hawaiian Culture, Natural Resources, Community, and Branding. Emphasis on the three pillars that support and uphold the integrity of Hawai‘i as our home is critical to maintaining the Hawaiian Islands brand globally. The 2020 – 2025 HTA Strategic Plan also adopted four Key Performance Indicators (KPIs) that the agency and its Contractors are responsible for advancing:

- **Resident Sentiment:** Improved resident sentiment toward tourism as measured in the Resident Sentiment Survey.
- **Visitor Satisfaction:** Improved perspective/returning visitor satisfaction with visiting Hawai‘i as measured by the Visitor Satisfaction Survey.
- **Average Daily Visitor Spending:** The average dollars spent by visitors.
- **Total Visitor Expenditures:** The U.S. dollar amount spent in Hawai‘i attributed to visitors. Includes direct spending by visitors while in Hawai‘i as well as any prepaid package purchased before arrival.

In 2021, HTA embarked on a statewide, island-by-island, community outreach process guided by diverse stakeholder steering committees to create individual Destination Management Action Plans (DMAPs) to recover and rebuild tourism to benefit our islands’ communities and address community concerns. The DMAPs include specific actions and sub-actions that the agency and its partners are working to address.

The HTA Strategic Plan pillars, priorities and KPIs, DMAP priorities and actions, and the HTA board’s commitment to the Aloha+ Challenge and the ‘Āina Aloha Economic Futures Declaration are considered when designing and implementing all HTA programs and activities.

1.2 TERMS AND ACRONYMS

Authority	The Hawai‘i Tourism Authority. Also referred to as “HTA.”
AG	Attorney General
BAFO	Best and Final Offer
Board	Board of Directors of the Hawai‘i Tourism Authority
Contract Administrator	The individual designated to manage the various facets of the contract to ensure the Contractor’s total performance is in accordance with the contractual commitments and obligations are fulfilled.
CPO	Chief Procurement Officer, Hawai‘i State Procurement Office
CVC	Certificate of Vendor Compliance. A single document that shows compliance with the IRS, DLIR, DCCA, and DOTAX. All four approvals are required in order to contract with the State.
DAGS	Hawai‘i Department of Accounting and General Services
DBEDT	Hawai‘i Department of Business, Economic Development and Tourism
DCCA	Hawai‘i Department of Commerce and Consumer Affairs
DLIR	Hawai‘i Department of Labor & Industrial Relations
DMAP	Destination Management Action Plan
DOTAX	Hawai‘i Department of Taxation
GC	General Conditions. Rules enacted by the Hawai‘i Attorney General’s Office.
GET	General Excise Tax
GMT	Global Marketing Team. The HTA term given to its various Contractors for their respective markets.
GP	General Provisions
GSS	Global Support Services
HAR	Hawai‘i Administrative Rules. State rules outlining procedures for applying statute.
HCC	Hawai‘i Convention Center
HCE	Hawai‘i Compliance Express

HIePRO	Hawai'i State eProcurement System
HOPA	Head of the Purchasing Agency. The Director of the Department of Business, Economic Development, and Tourism is the HOPA for HTA.
HRS	Hawai'i Revised Statutes
HST	Hawai'i Standard Time
HTA	Hawai'i Tourism Authority
IRS	Internal Revenue Service
IDBMMS	Island Destination Brand Management & Marketing Services refers to the HTA Contractor in each County across the State who provides island-based brand management and marketing services.
Knowledge Bank	HTA's digital asset library of licensed creative assets accessible to the public. Registration and agreement to terms and conditions apply.
KPI	Key Performance Indicator
LOS	Length of Stay. The average number of days a visitor stays in Hawai'i.
MCI	Meetings, Conventions & Incentives
Ma'ema'e Toolkit	A collection of resources and instructions to represent Native Hawaiian language and culture accurately and respectfully.
Mindful Traveler	Travelers who are respectful, responsible, and environmentally conscious. They seek to explore and make meaningful memories, respect the culture and environment of the places they visit, and desire to support something bigger than themselves.
MMA	Major Market Area. Visitors classified by their place of residence in the U.S. or foreign country in geographical areas as defined by the HTA.
Offeror	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly, or through a duly authorized representative or agent, a bid for the goods and/or services contemplated in this RFP.
OIP	Hawai'i Office of Information Practices
PPPD\$	Per Person Per Day Spending. The average dollars (USD) spent per day per person in Hawai'i by visitors.
Procurement Manager	The procurement and contracting manager for the Hawai'i Tourism Authority.
Regenerative Tourism	Regenerative tourism is "creating the conditions for life to continuously renew itself, to transcend into new forms, and to flourish amid ever-changing life conditions" (Hutchins and Storm, 2019) - through tourism. It "recognizes its communities and places are living systems, constantly interacting, evolving, self-organizing, efficient, learning, distinct, and vital to create abundance, balance, and conditions to support other life, resilience and contribute to a greater well-being system." (Earth Changers, 2020).
Resident Sentiment Survey	The surveys gathered, and reports published regarding Hawai'i resident sentiment towards tourism in the State.

RFP	Request for Proposals, including all parts, Sections, Exhibits, Attachments, and Addenda.
ROI	Return on Investment
SPO	Hawai'i State Procurement Office
State	State of Hawai'i, including its departments, agencies, and political subdivisions.
Total Arrivals	The total number of visitors that arrive in the Hawaiian Islands.
Total Expenditures	The U.S. dollar amount spent in Hawai'i attributed to a visitor. Includes direct spending by visitors while in Hawai'i as well as any prepaid package purchased before arrival. Does not include transpacific air costs to and from Hawai'i, commissions paid to travel agents, or portions of the package in another state or country.

1.3 ELECTRONIC PROCUREMENT

- 1.3.1 The State has established the Hawai'i State eProcurement System (HIePRO) 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 HIePRO. Registration information is available at the State Procurement Office (SPO) website: <http://spo.Hawaii.gov/HIePRO>, then select HIePRO Vendor Registration Guide. For online assistance, on the HIePRO (<https://hiepro.ehawaii.gov/welcome.html>) landing page, select 'Help Chat – online' at the top of the page. Tyler Technologies can be reached at (808) 695-4620 or by email at: hiepro@ehawaii.gov.
- 1.3.2 The State will use HIePRO to issue the RFP, receive all Offers, and issue any addenda to the RFP. Addenda and the other information and materials shall be provided by the State through HIePRO, including additions or changes with respect to the dates in Section 1.4 (RFP Schedule and Significant Dates). 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.
- 1.3.3 As part of this procurement process, Offerors are informed that awards made for this solicitation, if any, shall be done through the HIePRO and shall therefore be subject to a mandatory .75% (.0075) transaction fee, not to exceed \$5,000 for the total contract term. The mandatory fee (.75%) is applicable for awards by Hawai'i government agencies only. This transaction fee is payable to Tyler Technologies (formerly known as NIC Hawai'i), the vendor administering HIePRO. Refer to the "Instructions" tab in the HIePRO solicitation for more details. The mandatory transaction fee shall be at the Contractor's sole cost and expense.
- 1.3.4 Offerors shall review all special instructions located in HIePRO. 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 HIePRO. Offerors should allow ample time to review their submitted proposal, including attachments, prior to the proposal deadline. The State shall not be responsible for responses/attachments that were not uploaded by the due date/time.
- 1.3.5 Changes to the RFP, including but not limited to answers to questions and procurement requirements, shall be changed via formal written addenda issued by the State. The State accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. The prospective Offeror is responsible for monitoring HIePRO to obtain any RFP addenda or other information relating to the RFP.

1.3.6 Tyler Hawai‘i is the vendor contracted by the State of Hawai‘i to provide the HlePRO application only and cannot respond to any questions regarding procurement or a particular solicitation. Payment must be made to Tyler Hawaii within thirty (30) days from receipt of invoice. The invoice is generated based on the date the award is posted.

1.4 RFP SCHEDULE AND SIGNIFICANT DATES

The schedule represents the State’s best estimate of the schedule that will be followed. All times indicated are Hawai‘i Standard Time (HST). If a component of this schedule, such as "Proposal Due Date/Time," 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. No questions will be received after the Written Questions deadline.

Release of Request for Proposals	December 8, 2023
Pre-Proposal Conference via Zoom – (Register in advance for the Zoom webinar link)	December 15, 2023 @ 9:00 - 10:30 AM HST
Deadline to Submit Written Questions (must be submitted in HlePRO)	December 20, 2023@ 4:30 PM HST
State’s Response to Written Questions (will be posted in HlePRO)	December 22, 2023
Deadline to Submit Notice of Intent to Offer	December 27, 2023 @ 4:30 PM HST
Proposal Due Date/Time, Evaluation Period Begins	January 8 @ 2:00 PM HST
Priority Listed Offeror Selection & Notification	Week of January 15, 2024
Oral Presentation with Priority Listed Offerors	Week of January 22, 2024
Best and Final Offer Deadline (if necessary)	Week of January 22, 2024
Notice of Award	Week of January 29, 2024
Start of Contract Performance	February 5, 2024

1.5 PRE-PROPOSAL CONFERENCE

The purpose of the pre-proposal conference is to provide Offerors an opportunity to be briefed on this procurement and to ask questions about the procurement process. The pre-proposal conference is not mandatory, but attendance is highly recommended. The pre-proposal conference will be held on the date noted in the RFP Schedule via Zoom teleconference. You must register in advance for this webinar using this link:

https://us06web.zoom.us/webinar/register/WN_zbfJLEfrQuqg6Fe8O6W6dA

After registering, you will receive a confirmation email containing information about joining the webinar.

1.6 NOTICE OF INTENT TO OFFER

Notice of intent to offer is not required but is highly encouraged. By registering your company, any applicable addenda will be sent to you. If you are interested in responding to this solicitation, for confidentiality reasons, please email the information specified below to procurement@gohta.net with “HTA RFP 24-09 Notice of Intent to Offer” in the subject line by the deadline noted in the RFP Schedule. This email will serve as your intent to submit an offer. Submission of your intent to offer does not mean you must submit an offer.

<ul style="list-style-type: none"> • Name of Company • Name of Contact Person • Email Address 	<ul style="list-style-type: none"> • Company Address • Telephone Number • Solicitation (RFP) Number
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1.7 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

All questions must be submitted through HIEPRO. Questions must be submitted by the deadline shown in RFP Schedule. 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. HTA reserves the right to consolidate, reconfigure, and address questions as we deem appropriate or to disregard questions altogether. Answers shall be issued as an addendum to the RFP via HIEPRO and become part of the RFP, as appropriate.

1.8 PROTEST OF RFP CONTENT

Protest of RFP content must be received prior to the proposal due date. Offerors are encouraged to raise any concerns by the deadline for submission of written questions or as soon as possible.

1.9 CANCELLATION

The RFP may be canceled, 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, pursuant to HRS 103D-308 and HAR §3-122-96 thru §3-122-97.

1.10 WEBSITE REFERENCE

Item	Website
Hawai‘i Electronic Procurement System	https://hiepro.ehawaii.gov/welcome.html
HTA RFP Website	http://www.hawaii tourism authority.org/RFPs
HTA Website	https://www.hawaii tourism authority.org/
HTA Strategic Plan	https://hawaii tourism authority.org/who-we-are/our-strategic-plan/
HTA Destination Management Action Plans (DMAPS) 2021-2023	https://www.hawaii tourism authority.org/what-we-do/hta-programs/community-based-tourism/
Kaua‘i DMAP	https://www.hawaii tourism authority.org/media/6771/hta-kauai-dmap.pdf
Maui Nui DMAP	https://www.hawaii tourism authority.org/media/6860/hta-maui-action-plan.pdf
Hawai‘i Island DMAP	https://www.hawaii tourism authority.org/media/7245/hta-hawaii-island-action-plan-2021.pdf
O‘ahu DMAP	https://www.hawaii tourism authority.org/media/7785/hta-oahu-dmap.pdf
HTA Brand Marketing	https://www.hawaii tourism authority.org/what-we-do/brand-marketing
HTA Brand Assets/Knowledge Bank (photos, videos, b-rolls)	https://hawaii.barberstock.com/
Ma‘ema‘e Toolkit	https://bit.ly/2MrqonN
HTA Programs	https://www.hawaii tourism authority.org/what-we-do/
HTA Research	https://www.hawaii tourism authority.org/research/
HTA Resident Sentiment Surveys	https://hawaii tourism authority.org/research/evaluation-performance-measures/

HTA Annual Reports	https://www.hawaiiauthority.org/who-we-are/annual-report/
Consumer Website	www.gohawaii.com
Consumer Website – Japan	https://www.gohawaii.jp/
Travel Trade Website	https://agents.gohawaii.com/
Media Website	http://media.gohawaii.com/statewide/
MCI Website	https://www.meethawaii.com/
YouTube – GoHawai‘i Channel	https://www.youtube.com/gohawaii
Aloha+ Challenge	https://alohachallenge.hawaii.gov/
Sustainable Development Goals	https://sdgs.un.org/goals
‘Āina Aloha Economic Futures	https://www.ainaahafutures.com/
Hawai‘i Compliance Express (CVC)	https://vendors.ehawaii.gov/
eHawaii.gov YouTube Channel	https://www.youtube.com/user/eHawaiiGov1/videos
Hawai‘i State General Conditions	https://hiepro.ehawaii.gov/static-resources/103D-1%20General%20Conditions.pdf
HRS Chapter 201B HRS. HTA’s inception statute.	https://www.capitol.hawaii.gov/hrscurrent/vol04_ch0201-0257/HRS0201B/HRS_0201B-.htm
Sharing Aloha	https://www.sharingaloha.com/

The Hawai‘i Tourism Authority is not responsible for broken links.

SECTION TWO: BACKGROUND AND SCOPE OF WORK

2.1 OVERVIEW AND BACKGROUND

Historically, the HTA contracted with nine global marketing teams (GMTs) - USA, Canada, Oceania, Europe, Japan, Korea, China, Taiwan, and Southeast Asia – to promote Hawai‘i in each respective MMA. Due to the global COVID-19 pandemic and subsequent budget reductions, the HTA currently operates in the USA, Canada, Oceania, Japan, Korea, China, and Europe markets. The Global Support Services support these markets in providing market insights, management and development of creatives and digital assets, and Social Media, website, and application development and maintenance functions. These services together help to ensure the GMTs meet their KPIs.

The HTA will track Contractor’s performance measures throughout the contract term and will review them against historical data and forecasts for the applicable period to assist in assessing the appropriateness and the success of the Contractor’s programs and activities.

For additional information on each MMA, please visit www.gohawaii.com.

2.2 SCOPE OF WORK

The HTA is seeking a Contractor to provide comprehensive support for the following areas:

- Market Insights
 - Analyze, synthesize, and interpret findings based on research provided by DBEDT, the HTA, and others. Prepare monthly and biannual reports (Mid-year and Year-end) and recommendations and/or as requested by the HTA to enhance brand management and marketing strategies to compete against other destinations and destination stewardship efforts.
 - Collaborate with the HTA and its contractors to enhance the Authority’s ability to develop and execute a fully integrated brand management and marketing approach.
- Airline Route Development
 - Build and leverage relationships with the air carriers (route development, marketing, and operations teams) through regularly scheduled meetings.
 - Attend conferences like World Routes and Routes Americas or others to meet with individual airlines and airports.
 - Assist the HTA in achieving or exceeding air seat targets with optimized distribution to all islands, including but not limited to maintaining and developing new air service to Hawai‘i, especially from emerging markets, and maintaining and growing market share against competing destinations.
- Social Media
 - Contractor shall hire at minimum one (1) Social Media manager with requisite experience to ensure brand consistency across HTA’s contractors, cultivating relationships with social media platform account representatives, and provide support and resources to various HTA contractors to enhance HTA’s overall social media presence and engagement.
 - Coordinate content management and distribution, real-time monitoring, and collaboration across markets on Sprout and Podio.
 - Facilitate user-generated content across multiple platforms via TINT to ensure content is brand-appropriate, cohesive, and properly screened for licenses and use.

- Manage content, analytics, reporting, customer engagement, proper use of Hawaiian orthography, and collaboration across the HTA and its contractors.
- Websites and App Development and Maintenance
 - Work with the HTA to ensure ease and best functionality of the destination websites and App via optimization and upgrades, as well as the development and management of databases to connect visitors with community organizations and projects throughout Hawai‘i,
 - Regularly monitor content to ensure it is up-to-date, accurate, and brand-appropriate.
 - Contractor shall manage analytics, reporting, search engine optimization, ADA browser compliance, data protection/privacy, cyber security, crisis management including crisis communications and special alerts, proper use of Hawaiian orthography, communication and collaboration across the HTA, Global Marketing Team, and other contractors and partners.
 - Develop new features and infrastructure as needed, including front and back-end coding, integration of third-party APIs, and testing/quality assurance.
 - Counsel the HTA on maximizing emerging technology.
 - Additional scopes specific for each of the three (3) websites and one (1) application:
 - GoHawaii.com
 - Manage, maintain, and update the GoHawaii website under the HTA’s direction unless proposed alternatives are discussed and approved.
 - Develop the GoHawaii website so that it is relevant and accessible to all markets and languages, including ‘ōlelo Hawai‘i, English, Spanish (Mexico and Spain), French (France and Canada), German (Germany), Korean (South Korea), Chinese (Traditional and Simplified), and Japanese (Japan).
 - Provide analytics on a monthly basis with assumptions and strategies to increase and enhance outcomes of performance measures.
 - GoHawaii App
 - Develop the GoHawaii app so that it is relevant and accessible to all markets and languages, including ‘ōlelo Hawai‘i, English, Spanish (Mexico and Spain), French (France and Canada), German (Germany), Korean (South Korea), Chinese (Traditional and Simplified), and Japanese (Japan).
 - Provide analytics on a monthly basis with assumptions and strategies to increase interaction and engagement.
 - Media.GoHawaii.com
 - Manage, maintain, and develop the Media.GoHawaii.com website under the HTA’s direction to be relevant and accessible to all markets.
 - Provide analytics on a monthly basis with assumptions and strategies to increase interaction and engagement.
 - SharingAloha.com
 - Manage and maintain existing platforms unless proposed alternatives are discussed

and approved.

- Develop the SharingAloha website to be relevant and accessible to Hawai‘i residents.
- Provide analytics on a monthly basis with assumptions and strategies to increase interaction and engagement.
- Tools, Resources, and Other Services
 - SharingAloha (Simpleview CRM)
 - Purchase, receive, and maintain inventory of items stocked for distribution under this program.
 - Fulfillment of requests for pick up at designated location.
 - Knowledge Bank (Simpleview DAM)
 - Manage, maintain, and develop creatives as well as digital assets for the HTA’s Simpleview DAM (Knowledge Bank) software, including, but not limited to, licensing, reporting, consulting, and maintaining assets developed by the HTA and its contractors, including the purchase, cataloging, and tracking, protection, and management of intellectual property owned by the State or HTA and used to market Hawai‘i as a visitor destination. This management includes, without limitation, trademarks, service marks, logos, slogans, trade names, website and domain names, images, artwork, film, digital footage, and other intellectual property.
 - Vimeo
 - Manage and maintain video housing and management platform.
 - Provide analytics on a monthly basis with assumptions and strategies to enhance performance measures.
 - Provide technical support with Ma‘ema‘e Toolkit and Brand Guidelines updates annually.
 - Support the HTA with other services as requested and needed.
 - Provide training to all those working on Global Support Services on how to use platforms and access data.
 - Join weekly check-in meetings with the HTA and its relevant contractors to provide updates and recommendations regarding this contract.

2.3 KEY PERFORMANCE INDICATORS & PERFORMANCE MEASURES

- Increase in percentage of visitors to Hawai‘i that accessed the GoHawaii website for information
- Increase in percentage of visitors to Hawai‘i that accessed the GoHawaii app for information
- Increase creative assets in the digital assets library

2.4 COMPENSATION

This is a Fixed-Price with Price Adjustment contract, inclusive of all taxes and expenses, for an amount not to exceed **ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00 USD)** for Calendar Year 2024 February through December. The total amounts shall not exceed:

- Payment 1: An amount not to exceed **SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00 USD)**, including approved costs incurred and taxes, upon receipt and approval of current Certificate of Vendor Compliance, Certificate of Insurance, and updated Brand Marketing Plan and Budget if applicable, submitted with invoice for said amount on/or about February 2024;
- Payment 2: An amount not to exceed **SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00 USD)**, including approved costs incurred and taxes, upon receipt and approval of a mid-year report submitted with an original invoice for said amount on or about July 2024;
- Payment 3: An amount not to exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00 USD)**, including approved costs incurred and taxes, upon receipt and approval of current Certificate of Vendor Compliance, a year-end report submitted with an original invoice for said amount on or about December 2024.

Offerors shall submit their proposal for funding described above as outlined in Section 3.

Total maximum compensation, inclusive of all tax expenses, is for an amount not to exceed **ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00 USD)** for this one-year term contract.

The fixed price is inclusive of all aspects of the contract, including all expenses directly related to the scope of work, as well as all expenses indirectly related to the scope of work, such as the required insurance coverage. (Additional coverage, over and above the required coverage, would be at the Contractor's expense).

Additionally, an option to extend for an additional four years or parts thereof shall be available at the State's sole discretion. This amount is subject to availability of funds, current market conditions, and other factors.

Notwithstanding anything in other sections of this RFP, the not-to-exceed amounts listed in this section shall prevail.

Cost Factor & Cost Reasonableness Determination

In accordance with HAR §3-122-52 and HRS Chapter 103D, the proposal with the lowest cost factor must receive the highest available rating allocated to cost.

The awardee will be required to submit a Certificate of Current Cost or Pricing Data Form, after which the HTA will make a Cost Reasonableness Determination.

No award is final until a contract is signed. If HTA and awardee fail to come to agreement, HTA may enter into agreement with the next highest-scoring Offeror.

Recurring & Certain One-Time Expenses Related to the Global Support Services for Brand Management and Marketing

The following section pertains specifically to certain one-time expenses related to the Hawai'i Tourism Global Support Services. The winning offeror shall be responsible for website, social media, and other digital tools and resources (intellectual property data bank) costs – including applicable management, maintenance, development, licensing, hosting, analytics, and compliance costs – as certain one-time expenses and the winning offeror will be responsible for taxes on these certain one-time expenses.

Calendar Year 2024 February through December

Recurring Expenses

- GoHawaii.com management, maintenance, hosting, licensing, analytics, ADA browser compliance, special alerts/crisis communications, translations, and event listings support (ongoing): not to exceed \$380,000 (12 months)
- Media.GoHawaii.com licensing, hosting, maintenance, analytics, and ADA browser compliance: not to exceed \$30,000 (12 months)
- SharingAloha.com licensing, hosting, maintenance, analytics, and ADA browser compliance: not to exceed \$1,500 (12 months)
- Media.GoHawaii.com licensing, hosting, maintenance, analytics, and ADA browser compliance: not to exceed \$16,000 (12 months)
- Social media management platforms: not to exceed \$148,000 (12 months)
- Knowledge Bank (digital asset library) management and maintenance: not to exceed \$123,000 (12 months)
- Video hosting platform: not to exceed \$3,300 (12 months)
- Development of creatives and digital assets: not to exceed \$500,000 (12 months)
- Destination application management, maintenance, hosting, licensing, analytics, ADA compliance, special alerts/crisis communications, translations, and event listings support (ongoing): not to exceed \$30,000 (12 months)
- Air Route Development. Build and leverage relationships with the air carriers, including attending conferences, and assist the HTA with implementing strategies for developing air service to Hawai'i.: budget to be proposed by Offeror
- Market insights. Analyze, synthesize, and interpret findings based on research and recommendations to enhance brand management and marketing strategies to enhance the Authority's ability to develop and execute a fully integrated brand management and marketing approach to compete against other destinations and destination stewardship efforts (ongoing): budget to be proposed by Offeror

2.5 TERM OF CONTRACT

The term of the contract shall be from February to December 2024, with an option to extend for an additional four 12-month terms or parts thereof.

The previous paragraph notwithstanding, the contract term cannot exceed five (5) years total in accordance Hawai'i Revised Statutes section 201B-3(a)(3).

Sufficient funds are available to pay for the initial period covering Calendar Year 2024. The Contractor acknowledges and agrees that, for subsequent years of the multi-term contract, the availability of funds to HTA for any fiscal year (July 1 to June 30) shall initially be subject to the passage of a budget appropriation of public funds by the Legislature, and subsequently to the approval of an allotment of the budgeted funds by the Governor, through the Director of the Department of Budget & Finance, State of Hawai'i, and final allocation and approval by the HTA Board of Directors.

Each contract period is funded by a separate and respective fiscal year in the manner described above. It is understood that the Head of Purchasing Agency (HOPA) or designee must notify Contractor on a timely basis if funds are not available for continuation of the contract for each

succeeding fiscal period and that, in the event of a cancellation, Contractor will be reimbursed the unamortized, reasonably incurred, nonrecurring costs.

2.6 HTA CONTRACT MONITORING & EVALUATION

HTA contract monitoring and performance evaluations will be conducted in accordance with HTA Contract Management Policy 400-20 and HTA Contract Management Procedures 400-20.01 – 400-20.05, or its equivalent, which may be subject to change periodically. Contractor performance will be monitored and assessed monthly, and HTA direction will be given as necessary.

HTA staff will conduct written evaluations twice a year. These evaluations will determine if the State wishes to continue the contract or not. When the best interests of the State so require, the State may issue a stop work order, termination for default, or termination for convenience. See the General Conditions for details.

Each Evaluation Review will cover the following topics:

- KPIs and Performance Measures – Review results against targets.
- Programs and Projects – Review the actual programs and projects conducted, including website/app development, digital library expansion, organization, consultation, etc., and how they tie into regenerative tourism.
- Brand Integrity – Review Contractor's ability to maintain the brand integrity and cultural authenticity.
- Communication – Review Contractor's communication with HTA, GMTs, and industry partners.
- Financial Accountability – Review significant budget variances vs. actual, if any.

Evaluation meetings, either in person or virtually, will be conducted as deemed necessary by HTA. Exercising of options for the contract will be contingent upon the Contractor's performance and ability to meet the objectives outlined above.

The Contractor will be notified of HTA's determination of whether it intends to exercise the available option referenced in section 2.5 above.

2.7 OWNERSHIP RIGHTS

Pursuant to the General Conditions attached to and made a part of the RFP, the State shall have complete ownership of all material which is developed, prepared, assembled, or conceived by the Contractor under this Contract. The contractor shall not use such materials outside of the contract scope unless authorized in writing by the State.

2.8 SUCCESSION OF ADDITIONAL CONTRACTORS

In the event, the State chooses to contract with another vendor to provide the services of the Contractor at the end of this contract term or upon cancellation of the Contract, or if the State contracts with one or more additional vendors, the Contractor must provide reasonable transition assistance to the State and cooperation with one or more Contractors. Under no circumstances will the existing Contractor have any right to compensation for investments or other expenditures that were undertaken pursuant to, or in anticipation of, an extension of the Contract.

2.9 GENERAL RESPONSIBILITY TO COMPLY WITH STATE REQUIREMENTS

Unless otherwise provided in this RFP, the Contractor is responsible for obtaining all official licenses, approvals, clearances, and similar authorizations required by any local, State, or federal agency to perform the work required in this RFP.

2.10 INHERENT GOVERNMENT FUNCTIONS

However, it is important to recognize that the State has fundamental inherent government functions that should not be delegated to a Contractor. Governmental personnel should be the only people making final decisions on proposed Contractor's services. Federal Procurement Law defines inherent functions to be performed only by government employees. The HTA considers the following responsibilities inherently governmental:

- Determining what supplies or services are to be acquired by the Government;
- Approving any solicitation documents, to include documents defining requirements, specifications, incentives, and evaluation criteria. This includes issuance and conduct of this procurement pursuant to HRS section 103D-303, competitive sealed proposals;
- Negotiating cost and pricing;
- Awarding contracts;
- Approving post-award contract changes to include, but not be limited to, ordering changes in contract scope, schedule, and budget;
- Responding to evaluations of Contractor performance and accepting or rejecting Contractor products or services; and
- Terminating contracts.

2.11 HAWAI'I TOURISM AUTHORITY RESPONSIBILITIES

- Provide direction and guidance as required.
- Provide general information in a timely manner.
- Pay invoices within 30 days upon verification of satisfactory performance.
- Maintain an oversight and advisory role for each task outlined above.

2.12 POINT OF CONTACT

The Procurement Manager or its designee is the single point of contact (POC) during the procurement process. Offerors shall direct all questions regarding the procurement process and any other procedural questions that may arise related to this solicitation to be submitted in HIePRO by the due date/time referenced in the RFP Schedule. The reference number is **RFP-24-09**. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

SECTION THREE: PROPOSAL CONTENT AND SUBMISSION

3.1 PROPOSAL CONTENT

3.1.1 Content Format

- Slide shows and PowerPoint Presentations will not be accepted. The proposal should be compact and substantive. Proposals may include a web address that evaluators will have the option of reviewing. However, evaluators will not be required to review your website, so do not omit essential information in reliance on website content. Video, audio, or other similar multimedia materials will not be considered during the evaluation of written proposals. However, they may be accepted or requested in Round 2 of the procurement process.
- The format must be U.S. standard 8.5 by 11 inches. Therefore, this is a U.S. buyer and must be oriented to U.S. document sizes. Orientation should be primarily portraited, though landscape is welcome for data or visual presentations as appropriate. No odd-sized pages are allowed.
- Page limit. The body of the proposal must not exceed the page limit outlined below. Proposals that exceed the page limit may be disqualified, or the extra pages may be excised prior to review.
- Font size should be no smaller than 11 pts.
- Ensure all content is submitted in the proper format as described below, and note that **the maximum single file size that HiePRO can accept is 100MB; multiple files may be uploaded.**
- All submittals must be provided in English.

3.1.2 Content List

All proposals shall include the following documents and titles to be considered for this RFP. Proposals that fail to submit any of these documents may be considered non-responsive.

- **Items 1-6** are to be individually labeled accordingly and submitted as one PDF file in the order listed below that is no more than one hundred (100) pages to be titled Offeror Name_Proposal Part 1:
 - 1) Cover Page
 - 2) Table of Contents
 - 3) Cover Letter
 - 4) Organizational Chart and Capacity
 - 5) Professional Experience
 - 6) 2024 Global Support Services Plan
- **Items 7-9** are to be submitted separately as Excel files to be titled individually as Offeror Name (insert titles below):
 - 7) 2024 Global Support Services Budget Plan Worksheet (Attachment 1)
 - 8) 2024 GSS Performance Measures Worksheet (Attachment 2)
 - 9) 2024 Subcontractor References (Attachment 3)
- **Items 10-16** are to be individually labeled accordingly and submitted as one PDF file in the order listed below to be titled Offeror Name_Proposal Part 2:
 - 10) Offeror Check List (Attachment 4)
 - 11) Proposal Transmittal Letter (Attachment 5)
 - 12) Corporate Resolution (Attachment 6)
 - 13) Standard Qualifications Questionnaire (Attachment 7)
 - 14) Contractor References (Attachment 8)
 - 15) Certificate of Vendor Compliance or Proof of Application for CVC

16) Confidential Information List - if applicable (Attachment 9)

3.1.3 Content Explanation

Cover Page

The cover page should include the following:

- The name and number of the RFP: RFP 24-09 Hawai‘i Tourism Global Support Services.
- Name and address of Company.
- Company Federal and State Tax ID #s.
- Name, email address, phone number of contact person.

Table of Contents

Please present the materials in the order outlined above. Please include page numbers for your table of contents.

Cover Letter

The cover letter is your opportunity to make a personal statement to the HTA and the Evaluation Committee. Please limit this to one to two pages maximum.

Organizational Capacity

- a) Personnel Management
 - i) Physical Office. It is not mandatory that the Offeror have or establish an office in Hawai‘i.
 - ii) Organizational chart of proposed staffing, including position titles, names, lines of responsibility/supervision, and time allocation to the HTA account. Please provide a calculation of full-time (40 hours per week) equivalent positions dedicated to the HTA account.
 - iii) Project Manager (“Key HTA Point of Contact”) to be assigned to the HTA account. As part of this contract, HTA will require a full-time project manager 100% dedicated to the HTA account. List detailed qualifications, including experience, time with the organization, and resume/bio demonstrating qualifications related to this RFP.
 - iv) Additional Staffing. The Offeror shall identify other key members assigned to the HTA account. List detailed qualifications for each position (including experience, time with the organization, resume/bio demonstrating qualifications related to this RFP), proposed time allocation of staff, and their planned geographic locations. Although a Contractor, as a legal entity, may represent a competing market within the Destination/Hawai‘i and its MMAs, a Contractor’s additional staffing should be described and must include the number of proposed staff, including position titles, names, lines of responsibility/supervision, and time allocation to the HTA account, which will be evaluated by the evaluation committee.
 - Staff: Offeror will propose a number and FTE allocation for each staff member. See section ii) above.

Note:

The Contractor is expected to be fully staffed and operational to begin the implementation of the destination brand management and marketing services. Any activity, such as training and orientation, that occurs prior to the execution of an agreement with the selected Contractor shall be at the Contractor's sole cost and expense. Also, the Contractor is required to attend HTA’s meetings and conferences as directed by HTA during their time of performance of the contract.

- v) Supervision and Training. The Offeror shall describe its ability to supervise, train, and provide administrative direction relative to the delivery of the proposed services.
- b) Accounting System. Describe how the Offeror’s accounting system will:
 - i) Accurately estimate and timely record actual expenditures for this contract;
 - ii) Accurately allocate and timely record all actual expenditures to the various budget categories defined in the attachment for the Budget Plan Worksheets;
 - iii) Accurately estimate and timely record actual expenditures of change orders and modifications; and,
 - iv) Make certain only allowable and allocable expenses are charged against any change order or modification of the contract issued under this RFP.
- c) Firewalls and other Protections
 - i) Offeror shall describe processes and procedures to provide an information barrier, such as a “white room” or other form of firewall, within Contractor's company to prohibit the disclosure of competitively sensitive information acquired or provided through the performance of this contract on behalf of the HTA to any of the Contractor’s clients or affiliates representing or associated with a competitor list agreed to by HTA.
 - ii) Offeror shall describe specific directives and procedures for its employees and other personnel assigned to the HTA to prevent the respective team, group, or individuals from using HTA information for the advantage of a competitor, either by exchanging information in either formal or informal settings with employees assigned to competing markets, or by independent use of information by those who may have other assignments outside of HTA.
 - iii) Management and executive decisions must not disadvantage HTA against other clients. Hawai‘i’s best interests must be judged independent of other company interests or, if not, be placed at the highest priority within the organization.

Professional Experience

The Offeror shall provide a complete description of its relevant experience in global support services described below:

- a) Describe the Offeror’s experience and past performance history in global support services:
 - i) Within Hawai‘i
 - ii) Within the United States
 - iii) Internationally
 - iv) In general
- b) Platform Development and Integration: Offeror shall provide no fewer than six (6) examples that reflect the following areas. Examples must be reduced to 8.5 x 11 form. The Offeror may, in addition, reference web addresses; however, evaluators are not obligated to view websites.
 - i) Provide at least three (3) past examples of website/app optimization and upgrades conducted for clients by the Offeror.
 - ii) Provide at least three (3) examples of proposed website/app optimization and upgrades to be conducted in the future if awarded this contract.
- c) Case Studies: Offeror shall provide no fewer than two (2) case studies representing the following areas:
 - i) Demonstrating your familiarity with cyber security.

- ii) Demonstrating your familiarity with crisis communications utilizing appropriate platforms and strategy.
 - iii) Demonstrating experience in finding and using market research and analytics.
 - iv) Demonstrating experience in leveraging innovative technology.
 - v) Demonstrating experience in database management.
- d) Performance Measures: Describe a minimum of three (3) past work experiences within the past five years that reflect the tracking of performance measures to targeted results, including the measurement methodology used.

2024 Global Support Services Brand Management & Marketing Plan

Offeror shall present a Global Support Services Plan for Calendar Year 2024 for the base contract amount described in Section 2.4. The Offeror will be responsible for formulating and executing a plan describing what will be created and executed with anticipated deliverables aimed at fulfilling Key Performance Indicators. The plan should be clear and concise in communicating initiatives and sought outcomes supporting the KPIs identified in Section 2.3.

2024 Global Support Services Budget Plan Worksheet

Offeror shall submit a budget plan summary for 2024 not to exceed **ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00 USD)**. In addition, the Offeror shall submit a detailed budget breakdown of annual and monthly budget plans for Calendar Year 2024. Under no circumstances is the total budget to exceed the base contract value provided in Section 2.4 of this RFP, inclusive of taxes and all expenses. See Attachment 1 for details.

2024 Performance Measures Worksheets

Offerors shall propose semiannual targets for Performance Measures for each calendar year 2024, subject to HTA's review and approval. See Attachment 2 for details.

2024 Subcontractor References

If Subcontractors will be used for this contract, Offerors shall submit Subcontractor References forms (see Section 3.1.2) for each Subcontractor and ensure all requirements of the General Conditions outlined in this RFP are followed. See Attachment 3 for details.

In addition, the Offeror shall attach to the Subcontractor References form a letter or statement from each Subcontractor, signed by a legally authorized representative, stating:

1. The general scope of work to be performed by the Subcontractor; and,
2. The Subcontractor's willingness to perform the indicated work.
3. The number of years this Subcontractor has been used by your company, if applicable.

All subcontracts require HTA's prior written approval. Requests for written approval to subcontract shall include:

1. An explanation of the need for the goods or services to be subcontracted;
2. A statement regarding subcontractor's qualifications to provide the goods or services;

3. A summary of process used to procure the goods or services, including the material terms of bids or other responses to provide the goods or services; and
4. The reason(s) for the selection of the subcontractor, including information used to determine the reasonableness of the contract amount.

Note: Contractors are asked to include a force majeure clause in all their subcontracts where possible. Please use the same language as it appears in Special Provisions.

Offeror Checklist

Offeror must complete the checklist and submit all items noted on the form. See Attachment 4 for details.

Proposal Transmittal Letter

On the Offeror's business letterhead, include a transmittal letter to confirm that the Offeror will comply with the requirements, provisions, terms, and conditions specified in this RFP. Offeror shall use the exact legal name registered with the Department of Commerce and Consumer Affairs. The price shall be submitted on the transmittal letter and shall be the all-inclusive cost, including the GET, and not to exceed \$1,500,000.00 USD.

The Offeror represents that neither the Offeror nor its principals, employees, or agents of the Offeror presently has any interest and promises that no such interest, direct or indirect, shall be acquired that would or might conflict in any manner or degree with their performance of this Contract if awarded. Should any conflict exist, it must be disclosed. If no conflict exists, state no conflict on the transmittal letter.

The Offeror must certify that neither the Offeror nor its principals, employees, or agents of the Offeror are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency. If the Offeror cannot certify this statement, attach a written explanation for review by the State. If no debarment action exists, state no debarment on the transmittal letter.

This form must have an electronic signature, which is required before an award, if any, can be made. If unsigned, the offer will be automatically rejected. See Attachment 5 for details.

Corporate Resolution

On the Offeror's business letterhead, include a copy of the corporate resolution or written authorization of Offeror's representative to sign this proposal and contract, if awarded. See Attachment 6 for details.

Standard Qualifications Questionnaire

Offeror must respond to all questions on the Qualifications Questionnaire form. See Attachment 7 for detailed questions.

Contractor References

Offeror must use this form to provide three (3) references for previous work performed as the Prime Contractor and similar to this project. More recent and relevant performance usually impacts the confidence assessment more than less current and less relevant projects. See Attachment 8 for details.

Certificate of Vendor Compliance or Proof of Application for CVC

Offeror shall submit a copy of the Certificate of Vendor Compliance from Hawai'i Compliance Express or proof that one has been applied for from Hawai'i Compliance Express. (See Section 5.2)

Confidential Information List (if applicable)

Offeror shall provide a list of all confidential information referenced in the Offeror's proposal, including page numbers and sections in a separate attachment. Material designated as confidential shall be readily separable from the proposal in order to facilitate inspection of the non-confidential portion of the proposal pursuant to HAR 3-122-46. If not applicable, offeror shall state so. (See Section 3.2.6) See Attachment 9 for details.

3.2 PROPOSAL SUBMISSION

3.2.1 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 must resolve that question prior to submitting a proposal.

3.2.2 REQUIRED REVIEW

Before submitting a proposal, each Offeror must thoroughly and carefully examine this RFP, any attachments, addendum, and other relevant documents 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 the cost, progress, or performance of the work required.

Should the Offeror find defects and questionable or objectionable items in the RFP, Offeror must notify HTA in writing prior to the deadline for written questions as stated in Section 1.4 RFP Schedule and Significant Dates, as may be 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 distribution of proposal(s) upon which award could not be made.

3.2.3 PROPOSAL PREPARATION COSTS

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

3.2.4 TAX LIABILITY

Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237 and, if applicable, taxable under HRS Chapter 238. Contractor is advised that it is liable for the Hawai'i GET. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror must state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

Federal I.D. Number and Hawai'i General Excise Tax License I.D. Offeror must submit its current Federal I.D. number and Hawai'i General Excise Tax License I.D. number in the space provided on the Proposal Transmittal Letter, thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made in the State.

3.2.5 PROPERTY OF STATE

All proposals become the property of the State of Hawai'i.

3.2.6 CONFIDENTIAL INFORMATION

All government records are open to the public unless access is restricted by law. Identification of confidential information shall be the sole responsibility of the offeror.

The Uniform Information Practices Act requires an agency to make a government record available for inspection and copying unless the agency can show that an exception to disclosure under Chapter 92F-13, HRS, authorizes the agency to restrict or deny access to that record.

All Offerors are advised that confidential information in a proposal, offer, specification, protest, or correspondence may be subject to disclosure. The State may only restrict or deny access to items deemed confidential pursuant to Chapter 92F, HRS. Any data submitted to the State that the Offeror wishes to remain confidential shall be clearly marked and readily separable from the submittal to facilitate eventual public inspection of the non-confidential portion of the submittal. Any page of an offeror's submittal containing confidential information shall only include confidential information. In addition, Offeror shall provide a list of all confidential information referenced in the Offeror's proposal, including page numbers and sections in a separate attachment. See Attachment 9 for details.

If an Offeror believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld from disclosure pursuant to § 92F-13 HRS, then the Offeror shall inform the Procurement Manager named on the cover of this RFP in writing and provide the Procurement Manager with justification to support the Offeror's confidentiality claim at the time of submittal. Price is not considered confidential and will not be withheld; however, actual costs or pricing information enabling competitors to estimate profit margins and production costs may be marked as confidential. These include selling prices, inventory balances, profit margins, purchase activity, cost of goods, and freight charges.

Pursuant to §3-122-58, HAR, the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination on any request for confidentiality in accordance with Chapter 92F, HRS. If the request for confidentiality is denied, such information shall be disclosed as public information unless the person appeals the denial to the Office of Information Practices in accordance with § 92F-15.5(a), HRS.

3.2.7 **EXCEPTIONS**

Should an Offeror take any exception to the terms, conditions, specifications, or other requirements listed in the RFP, the Offeror must attach a written explanation including the RFP section where exception is taken, a description of the exception, and the proposed alternative, if any. If none, state so in the proposal transmittal letter.

Further, the nature of the exceptions will be considered when evaluating proposals. In the sole discretion of the State, exceptions may be evaluated to determine the extent to which the alternative language or approach poses unreasonable and/or additional risk to the State, inhibits achieving the objectives of the RFP, or creates ambiguity, making evaluation difficult and a fair resolution (available to all Offerors) impractical given the timeframe for the RFP.

3.2.8 **SUBMITTAL REQUIREMENTS**

ELECTRONIC SUBMITTAL ONLY VIA HIePRO. Proposals shall be submitted and received electronically through HIePRO by the date and time listed in RFP Schedule. This electronically submitted offer shall be considered the original. Any offers received outside the HIePRO, 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. **The maximum single file size that HlePRO can accept is 100MB; multiple files may be uploaded.**

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.

Offerors are advised to carefully read Section 3.1.2 Content List and Section 3.1.3 Content Explanation and submit all documents required for this RFP.

3.2.9 RECEIPT AND REGISTER OF PROPOSALS

Proposals will be received on HlePRO, and the Offeror will receive an email directly from HlePRO confirming receipt of the offer. Once the solicitation closes, all proposals and attachments will be verified by two or more state officials on or after the date and time specified in the procurement timeline or as amended. The register of proposals and proposals of the Offeror(s) shall be open to public inspection upon posting of award pursuant to HRS § 103D-303 and HAR § 3-122-58.

3.2.10 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

The Offeror may modify or withdraw a proposal before the proposal's due date and time. Any change, addition, deletion of attachment(s), or data entry of an offer must be made prior to the deadline for submittal of proposals.

3.2.11 MISTAKES IN PROPOSALS

Mistakes may not be corrected after awarding of Contract. When the Procurement Manager knows or has reason to conclude that a mistake has been made before award, the Procurement Manager should request the Offeror to confirm the proposal. If the Offeror alleges a mistake, the proposal may be corrected or withdrawn pursuant to this section.

- a) Once discussions are commenced or after best and final offers are requested, any Priority Listed Offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.

Technical irregularities are matters of form rather than substance evident from the proposal document or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is when there is no effect on price, quality, or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, the Procurement Manager may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the State. Examples include but are not limited to, failure of an Offeror to return the correct number of signed proposals required by the request for proposals; failure to 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 incorrect number of amendments to the request for proposal, but only if it is clear from the proposal that the Offeror received the amendments and intended to be bound by its terms; or if the missing amendment involved had no effect on price, quality or quantity.

If the State requests additional information regarding aspects of an Offeror's Offer, the Offeror shall provide the same within five (5) Business Days of the State's request, unless the State specifies another time period. Each Offeror shall submit only one (1) Offer. If

an Offeror submits more than one (1) Offer, the State reserves the right to reject and/or dismiss the Offeror from the RFP process.

3.2.12 NO LATE SUBMITTALS AFTER DEADLINE

Proposals received after the due date and time will be marked late and shall be ineligible for this solicitation. Any offers received outside of the HIePRO shall not be accepted. No hard copies will be accepted.

3.2.13 OFFER GUARANTY

An offer guaranty or performance bond is NOT required for this RFP.

SECTION FOUR: EVALUATION CRITERIA

4.1 REJECTION OF PROPOSALS

- 1) Requirements must be met: HTA reserves the right to consider as acceptable, responsible, and responsive only those proposals submitted in accordance with the requirements set forth in this RFP.
- 2) Reasons: A proposal may be automatically rejected without further review for the following reasons:
 - a) Late proposals. Late proposals are automatically disqualified unless the delay was due to the action or inaction of the procuring agency and only if the proposal was received before award;
 - b) Non-Responsiveness. Failure to submit in accordance with the RFP requirements or failure to supply an adequate response to the RFP;
 - c) Non-Responsibleness. Including:
 - (i) Lack of a Certificate of Vendor Compliance (CVC) upon award;
 - (ii) Refusal to abide by the State of Hawai‘i’s General Conditions as amended in this RFP by the HTA;
 - (iii) Failure to meet the terms of agreement on any previous HTA contract;
 - d) Failure to cooperate with HTA or deal in good faith;
 - e) Failure to maintain standards of responsibility: falsification of information; suspension or debarment by State; felony conviction related to procurement contracting with any unit of government; failure to maintain necessary licensure or meet it's tax or other obligations to a government agency;
 - f) Any effort to lobby any member or employee of the Hawai‘i State Legislature.

4.2 PROPOSAL EVALUATION CRITERIA AND SCORING GUIDE

Written proposals will be reviewed, evaluated, and scored by an Evaluation Committee based on scoring criteria. Scoresheets will be filled out as outlined in the following evaluation criterion and scoring guidelines tables and as described in the two-round process that follows:

EVALUATION CRITERION	Scoring Weight Maximum Score
<p>OVERALL CAPABILITIES OF FIRM & QUALIFICATIONS OF PERSONNEL</p> <p>The evaluation will include an assessment of the company, considering factors listed in Section 3 of this RFP and in SPO Form 21 (Standard Qualifications Questionnaire), including but not limited to the depth of experience and demonstrated success with similar projects, capabilities, and company resources.</p> <p>The evaluation will also include an assessment of the qualifications, experience, and specific knowledge of Offeror’s managerial team, staff, and subcontractors as it relates to the requirements of this RFP and the full-time equivalent positions dedicated to the HTA account.</p>	40
<p>GLOBAL SUPPORT SERVICES PLAN (GSSP)</p> <p>The evaluation will include an assessment of the quality of the proposed project strategies, targets set for KPIs, performance measures, integration, and technological innovation, as well as the value received, such as the maximum services provided in relation to the administrative fees charged.</p>	35

<p>FAMILIARITY WITH HAWAI'I BRAND AND PRODUCT</p> <p>The evaluation will include an assessment of Offeror's understanding of the Hawaiian Islands, its people, the Native Hawaiian culture, Hawai'i's multi-ethnic culture, and the HTA and how Offeror integrates this knowledge throughout the proposal. Note: this is not a separate section of the proposal but is an analysis of the whole proposal.</p>	15
<p>COST</p> <p>In accordance with HAR §3-122-52 and HRS Chapter 103D, the proposal with the lowest cost factor, based on the total cost for the initial multi-term contract period (not to exceed \$1,500,000), must receive the highest available rating allocated to cost. Each proposal with a higher cost factor than the lowest must have a lower rating for cost. Additionally, the points allocated to higher-priced proposals must be equal to the lowest proposal price multiplied by the maximum points available for price, divided by the higher proposal price.</p>	10
TOTAL	100

Assessment	Overall Scoring Guidelines	Total Score
Poor	<p>Proposal is inadequate in many basic aspects for the scored category.</p> <p>Evaluator has very low confidence in the Offeror's ability to perform as promised or as required.</p>	0-19
Marginal	<p>Proposal minimally addresses the requirements, but one or more major considerations of the category are not addressed or lacking in some essential aspects for the specific criteria.</p> <p>Evaluator has low confidence in the Offeror's ability to perform as promised or as required.</p>	20-40
Adequate	<p>Proposal adequately meets the minimum requirements for the category and is generally capable of meeting the State's needs for specific criteria.</p> <p>Evaluator has confidence in the Offeror's ability to perform as promised or as required.</p>	41-60
Good	<p>Proposal more than adequately meets the minimum requirements of the specific criteria and exceeds those requirements in some aspects.</p> <p>Evaluator has high confidence in the Offeror's ability to perform as promised or as required.</p>	61-80

Excellent	<p>Proposal fully meets all requirements and exceeds most requirements.</p> <p>Evaluator has extremely high confidence in the Offeror's ability to perform as promised or as required.</p>	81-100
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4.3 EVALUATION COMMITTEE

The HTA intends to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. The HTA will use an Evaluation Committee to review and evaluate the proposals. The Offeror's contact person is the Procurement Manager. The Procurement Manager for this RFP, identified in the Introduction, serves as the arbitrator and referee for this RFP. The Procurement Manager does not have a vote. However, the Procurement Manager or the Evaluation Committee, in accordance with the Hawai'i Administrative Rules §3-122-53, will classify proposals as acceptable, potentially acceptable, or unacceptable. Those proposals determined to be acceptable and potentially acceptable will be provided to the Evaluation Committee for consideration to be added to a priority list.

An evaluation committee of at least 3 qualified State employees approved by the Procurement Manager shall evaluate proposals for the contract. The evaluation will be based solely on the Evaluation Criteria and the process described.

Evaluation committee members' identities are kept confidential during the RFP process. Offerors are forbidden from contacting any member of the Evaluation Committee regarding this RFP during the RFP process. Offerors will not be penalized for inadvertent or unrelated communication with committee members. However, Offerors may be disqualified if they seek the identities of the committee members or knowingly seek out or contact committee members for advice or favor.

4.4 EVALUATION AND AWARD PROCESS

Submittals shall not be examined for evaluation purposes until the submittal deadline. Deadlines will be enforced even-handedly. The RFP evaluation process will consist of at least two rounds.

Round 1: The Procurement Manager, in accordance with Hawai'i Administrative Rules §3-122-53, will classify proposals as acceptable, potentially acceptable, or unacceptable. All responsible Offerors who submit acceptable or potentially acceptable proposals are eligible for the priority list. In Round 1 of the evaluation process, the State will review all proposals in a timely manner received. Unacceptable proposals (non-responsive, not conforming to the RFP requirements) will be eliminated from further consideration. In Round 1, the Evaluation Committee will evaluate and score all acceptable and potentially acceptable proposals using the criterion and scoring guidelines described in Section 4.2 of the RFP. The proposals will be ranked by combined-weighted score. The Evaluation Committee will then select no more than three (3) Offerors from the highest-ranked proposals who will advance to Round 2. These selected Offerors will be referred to as "Priority Listed Offerors."

Round 2: In the second round, the Evaluation Committee may conduct discussions with Priority Listed Offerors and request "Additional Information," which may consist of any combination of question-and-answer sessions, oral presentations, requests for clarification, best and final offers (BAFO), or anything else that the Evaluation Committee may find useful in coming to a decision. The date for oral presentations is listed in the RFP Schedule found in Section 1. The Evaluation Committee reserves the right, but is not required, to perform reference checks.

The evaluation criteria and scoring guidelines for Round 2 shall be in Section 4.2 of the RFP. In this second round, evaluators will turn in new score sheets. The Round 2 score sheet shall reflect

the evaluator's overall assessment of the Offeror, inclusive of the written proposals in addition to the oral presentations and/or any clarifications from Round 2.

4.5 IN THE EVENT OF A SCORING TIE

Should a tie in total average score occur, the tied proposals will be compared, and the one with the higher average GSSMP score will be ranked higher. If that is a tie, the one with the higher average Overall Capabilities of Firm and Personnel Qualifications – will be ranked higher.

The contract will be awarded to the responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria set forth in Section 4.2 of the RFP.

The Evaluation Committee, based on the aforementioned process, will make a recommendation of award to the Procurement Manager for their approval. In the event the State is unsuccessful in negotiating the post-award contract, the HOPA reserves the right to award the contract to the next highest-ranked responsible Offeror and engage that responsible Offeror in post-award negotiations leading to an executed contract. The HOPA further asserts that they may cancel the RFP if negotiations are unsuccessful in accordance with Hawai'i Revised Statutes and Hawai'i Administrative Rules.

SECTION FIVE: CONTRACT AWARD

5.1 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 pursuant to HRS §103D-303(g).

5.2 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, Hawai'i Employment Security Law
- 3) Chapter 386, Worker's Compensation Law
- 4) Chapter 392, Temporary Disability Insurance
- 5) Chapter 393, Prepaid Health Care Act
- 6) §103D-310(c), Certificate of Good Standing for entities doing business in the State

If an Offeror is not compliant with the above HRS chapters at the time of award, the Offeror may not receive the award. The State reserves the right to move on to the next responsive, responsible Offeror who is compliant. The State will verify compliance on Hawai'i Compliance Express (HCE). Offerors who do not participate in HCE may submit paper compliance certificates to HTA at the time of award.

Hawai'i Compliance Express. Vendors may use HCE, 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 intending to use HCE to demonstrate compliance are encouraged to 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 to execute a contract and final payment.

Timely Registration on HCE. Vendors/Contractors/Service Providers are advised to register on HCE as soon as possible. Although not a requirement for submission, if a Vendor/Contractor/Service Provider is not compliant at the time of award, an Offeror may not receive the award.

All certificates must be valid on the date the HTA receives it. Timely application for all applicable clearances is the responsibility of the Offeror.

Upon receipt of compliance documents, the HTA reserves the right to verify their validity with the respective issuing agencies. The Contractor shall maintain their compliance throughout the term of the Contract.

5.3 PROPOSAL AS PART OF THE CONTRACT

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

5.4 PUBLIC EXAMINATION OF PROPOSALS

Except for confidential portions, the proposals shall be made available for public inspection upon posting of award pursuant to HAR § 3-122-58. If a person is denied access to a State procurement record, the person may appeal the denial to the Office of Information Practices in accordance with HRS §92F-15.5.

5.5 DEBRIEFING/PROTEST

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

A written request for debriefing shall be made within three (3) working days after the posting of the award of the contract. The Procurement Manager or his/her 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 HRS §103D-303(h).

Pursuant to HRS §103D-701 and HAR §§ 3-126-3 and 4, 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, hand-delivered, or sent via registered or certified mail, return receipt requested (the envelope should be labeled “PROTEST”) to the Procurement Manager at:

Procurement Manager
Hawai‘i Tourism Authority
Hawai‘i Convention Center, First Level
1801 Kalākaua Avenue
Honolulu, Hawai‘i 96815

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; provided further, 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 Manager’s debriefing was completed.

At a minimum, the protest shall contain the following information:

- Name and address of the protestor;
- Appropriate identification of the procurement;
- A statement of the reasons for the protest; and
- Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the required filing time, in which case the expected availability date shall be indicated.

Awards, if any, resulting from this solicitation shall be posted to the SPO website via HIePRO.

5.6 APPROVALS

Any agreement arising out of this solicitation may be subject to the approval of the Department of the Attorney General and all further approvals, including the approval of the Governor, as required

by statute, regulation, rule, order, or other directive.

5.7 **CONTRACT EXECUTION / NOTICE TO PROCEED**

The successful Offeror receiving an award shall enter into a formal written Contract. Work will commence on the official commencement date specified on the Notice to Proceed. No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. If the Contractor wishes to engage in preparation and planning, all work performed by the Contractor prior to the date specified on the Notice to Proceed shall be at the Contractor's sole cost and expense. The State of Hawai'i is not liable for any work, contract costs, expenses, loss of profits, or any damages incurred by the Contractor prior to this date.

If an option to extend is mutually agreed upon, the Contractor will be required to execute a supplement to the Contract for the additional extension period.

5.8 **INSURANCE**

5.8.1 Prior to the Contract start date, the Contractor shall obtain and maintain insurance coverage acceptable to the State in full force and effect throughout the term of the Contract. The Contractor shall provide proof of insurance for the following minimum required 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 injury of \$1,000,000 per occurrence; and with an aggregated limit of \$4,000,000. 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 covers 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. Professional/Cyber Liability and/or Cyber Technology Errors and Omission Liability
Professional Liability Insurance with a combined single limit of not less than \$1,000,000 for each occurrence/claim and \$2,000,000 in the aggregate. Such insurance shall cover any and all errors, omissions, or negligent acts in the development, design, and delivery of products, services, and licensed programs under this Agreement. Such errors and omissions insurance shall include coverage for claims and losses with respect to network risks (such as website development and design, data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) and intellectual property infringement, such as copyrights, trademarks, service marks, and trade dress. The Professional Liability Insurance retroactive coverage date shall be no later than the effective date of this Agreement. Contractor shall maintain an extended reporting

period, providing that claims first made and reported to the insurance company within two (2) years after termination of this Agreement will be deemed to have been made during the policy period.

AND/OR

Technology Errors And Omissions Insurance Provision

1. act, error, omission, neglect, negligent misrepresentation, or breach of duty;
2. injury to a person arising out of defamation, including libel, slander, or other defamatory or disparaging statements or materials;
3. infringement of an intellectual property right.

Such coverage shall also cover:

- the failure of technology products (including but not limited to computer or telecommunications hardware or software products, components or peripherals, or electronic products or components, including software updates, service packs, and other maintenance releases provided for such products created, designed, distributed, manufactured, or sold to the City, or leased or licensed to the City) to perform the intended function or serve their intended purpose, or
- the failure of technology services (including but not limited to any computer, cloud computing, information technology, telecommunication, electronic services, and any related consulting and staffing services, including data processing, data, and application hosting, the provision of managed services, software as a service (SaaS), platform as a service (PaaS), infrastructure as a service (IaaS), network as a service (NaaS), computer systems analysis, computer consulting and training, programming, computer systems installation, management, repair, and maintenance, network design, and Internet service) or technology products to meet any applicable legal or industry standard concerning quality, safety or fitness for a particular purpose

- 5.8.2 The Contractor shall deposit with the HTA, upon notification of award, certificate(s) of insurance necessary to satisfy the HTA 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 HTA during the entire term of the Contract. Upon request by the State, the Contractor must furnish a copy of the policy or policies.
- 5.8.3 The Contractor shall immediately provide written notice to the State should any of the insurance policies evidenced on its Certificate of Insurance form be canceled, limited in scope, or not renewed upon expiration.
- 5.8.4 Each insurance policy required by this contract, including a Subcontractor's policy, shall contain the following clauses:
 - “The State of Hawai‘i is added as an additional insured with respect to operations performed for the State of Hawai‘i.”
 - “It is agreed that any insurance maintained by the State of Hawai‘i will apply in excess of, and not contribute to, insurance provided by this policy.”
- 5.8.5 A Waiver of Subrogation shall apply to the General Liability, Automobile Liability, and Workers’ Compensation insurance policies and shall be in favor of the State of Hawai‘i.
- 5.8.6 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 insurance policies shall not be construed to limit the

Contractor's liability hereunder or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or insurance policies, 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.

5.8.7 In addition, the Contractor is responsible for securing all employee-related insurance coverage for the Contractor and the Contractor's employees and agents that are or may be required by law and for payment of all premiums, costs and other liabilities associated with securing the insurance coverage at their own expense.

5.9 FEDERAL FUNDS

If this Contract is payable in whole or in part from federal funds, Contractor agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the Contractor shall be paid only from such funds received from the federal government and shall not be paid from any other funds, unless so determined by the State. Failure of the State to receive anticipated federal funds shall not be considered a breach by the State or an excuse for nonperformance by the Contractor.

5.10 PAYMENT

The awarded Contractor shall submit all invoices via email in accordance with the State's invoicing guidelines. Pursuant to HRS 103-10, the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of deliverable to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period of time.

The State has allocated a maximum amount of funds for this contract. It is expected that the Contractor will be able to achieve all the goals set out in the Proposal without the need for any additional monies and will be responsible for delivering and completing all work agreed to within the proposed budget.

The Contractor will be put on a payment schedule. For each payment, the Contractor will be required to submit a list of associated deliverables along with an invoice. *In the event of a delay between services and payment, the Contractor agrees to utilize its own financial resources to fund at least two months of the services described in its proposal.* The "Conflicts of Interest Disclosures and Attestations" includes a statement that Offeror will need to sign confirming that it has the availability of funds and agreeing to use these financial resources.

Official invoice date is the date that the invoice and all deliverables are received and accepted by the HTA. Invoice must also include the HTA contract number as well as a Contractor-generated invoice number. All required deliverables must be received along with or prior to receipt of invoice.

Invoices submitted prior to receipt of the necessary deliverables will not be accepted and will have to be resubmitted. Fiscal year ends June 30. Invoices received at the change of fiscal year, between June 1 and July 31, may be subject to delays in processing. See your contract administrator for details.

As previously mentioned, Contractor must have a compliant CVC to receive the final payment.

5.11 CONTRACT INVALIDATION

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

5.12 ADA COMPLIANCE

At the request of the State, the Contractor shall produce all deliverables and reports in an accessible

format compliant with Title II of the Americans with Disabilities Act (ADA) and Sections 504 and 508 of the Rehabilitation Act of 1973, as amended. The Contractor shall produce all reports and deliverables into the communication auxiliary aid(s), as directed by the State, during the contract period.

5.13 HAWAIIAN ORTHOGRAPHY

The Contractor shall produce all deliverables using proper Hawaiian orthography as directed by the State during the contract period.

SECTION SIX: ATTACHMENTS AND EXHIBITS

- Attachment 1: 2024 Global Support Services Budget Plan Worksheet
- Attachment 2: 2024 Performance Measures Worksheet
- Attachment 3: 2024 Subcontractor References
- Attachment 4: Offeror Check List
- Attachment 5: Proposal Transmittal Letter
- Attachment 6: Corporate Resolution
- Attachment 7: Standard Qualifications Questionnaire
- Attachment 8: Contractor References
- Attachment 9: Confidential Information list
- Exhibit A: Global Support Services Plan (GSSP) Outline
- Exhibit B: Overview of the RFP Process
- Exhibit C: Federal Regulations
- Exhibit D: HTA Travel Protocol
- Exhibit E: Special Provisions
- Exhibit F: General Provisions for Goods and Services
- Exhibit G: General Conditions for 103D
- Exhibit H: Form SPO-013 Certificate of Current Cost or Pricing Data

EXHIBIT A

Global Support Services Plan (GSSP) Outline

This outline is intended to guide your drafting of the Global Support Services Plan (GSSP). Your plans shall describe the strategies and implementation actions aimed at fulfilling HTA Objectives, Key Performance Indicators (KPIs), and Performance Measures. The GSSP should be clear and concise in communicating strategies, actions, and project outcomes.

The GSSP shall include the following components:

NARRATIVE

- A. Overview. Include research-driven insight into consumer destination travel search, shopping, and buying behaviors that inform your plans.
- B. Assumptions. Describe any market conditions and trends that would affect visitation to Hawai‘i and your ability to suggest implementing the plan. Identify market-specific distribution channel assumptions based on known consumer practices.
- C. Research. The HTA and DBEDT will perform primary and overall strategic research activities. The Contractor will be able to draw on existing research (<https://www.hawaiiitourismauthority.org/research/>) and participate in planning for future research projects. The Contractor may only be compensated for Contractor-initiated research if it is not redundant of existing research and after prior approval of HTA. Identify all forms of research used and future needs to inform the development of initiatives and measure GSSP strategies and programs.
- D. Strategies. Identify and describe your strategies in the following categories that would set the markets up to better compete against other destinations and destination stewardship efforts:

1. Airline Route Development

Hawai‘i tourism depends on travel to the islands, particularly air travel. The Contractor will help the HTA improve its competitive advantage by maintaining and enhancing airlift to the state from key markets worldwide.

- Identify opportunities to engage in airline route development within and outside of Hawai‘i
- Propose strategies for achieving or exceeding air seat targets with optimized distribution to all islands, including but not limited to maintaining and developing new air service to Hawai‘i, especially from emerging markets, and maintaining and growing market share against competing destinations based on findings.

2. Social Media

Currently, HTA supports channels on Facebook, Instagram, and more. HTA uses a centralized content management system for social (scheduling, publishing, social interaction management, usage-rights management, etc.), and all marketing Contractors are required to utilize this system. Hawai‘i content, such as photography, videos, stories, etc., is made available for all markets, and usage of these assets in developing their social media content is left up to the discretion of the individual market.

(Note: Contractor shall not develop a duplicative social media profile and will work with HTA in maintaining branded communications through social media channels.)

- Identify/propose a strategy for utilizing, optimizing, upgrading, developing, and managing HTA's centralized content management system for social media.
- Identify/propose analytics and reporting strategies for tracking the efficacy of marketing efforts across distribution channels. This should correspond with suggestions made in the Performance Measures Worksheet.
- Identify/propose customer engagement strategies for each market and platform related to market management and stewardship opportunities.

3. Websites and App Development and Maintenance

Gohawaii.com serves as the central website for Hawai'i travel inspiration and information for the consumer audience. It comprises a main English language site and additional German, Spanish, French, Japanese, Korean, and Simplified Chinese sites. Also, the GoHawaii destination mobile application and digital kiosks are also available for pre-and post-arrival visitor education. The contractor is responsible for developing, maintaining, analyzing, and optimizing the gohawaii.com, destination mobile application, and digital kiosks.

- Propose optimization, upgrades, development, and management opportunities for the following:
 - GoHawaii website and app
 - Media.GoHawaii.com website
 - SharingAloha.com

4. Tools, Resources, and Other Services

- Identify/propose optimization, upgrades, development, and management opportunities for the database(s), including Knowledge Bank and HTA's digital assets library.
- For specific creative needs not available in the database(s), like Knowledge Bank, please describe your strategy to work with HTA to develop these assets.

E. Overall Performance Measures Methodology. Describe the measurement methodology used to develop the targets for each contract deliverable.

EXHIBIT B

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.

Upon award, proposal files are public records available for review by submitting a Request to Access Government Records.

All proposals and other material submitted by Offerors become the property of the State.

3. The Procurement Manager or an Evaluation Committee approved by the Procurement Manager will evaluate the proposals in accordance with the evaluation criteria in Section Four.
4. A "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals will be generated. The priority list may be limited to at least 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.
5. If there is a need for any substantial clarification or change in the RFP during discussions, the RFP will be amended by an addendum to incorporate such clarification or change. Addenda to the RFP will be distributed only to Priority Listed Offerors who submit acceptable or potentially acceptable proposals.
6. Following any discussions, Priority-listed Offerors will be invited to submit their BAFO if required. The Procurement Manager 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.
7. The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.4 RFP Schedule and Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer will be construed as its BAFO.
8. After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Four, the Procurement Manager or an Evaluation Committee will make its recommendation. The Procurement Manager 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.
9. The contents of any proposal shall not be disclosed during the review, evaluation, or discussion. Once award notice is posted, all successful and unsuccessful proposals become available for public inspection. The Offeror and the State agree that sections that are confidential and/or proprietary should be identified by the Offerors and shall be excluded from access.
10. The Procurement Manager 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 Manager or an Evaluation Committee will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to the RFP.

11. 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 Hawai'i.

EXHIBIT C

FEDERAL REGULATIONS

Contractors and Subcontractors must be familiar with and be ready to comply with, federal contracting requirements, including but not limited to those outlined in the Federal Acquisition Regulations.

By law, the State must report any violations by Contractors or Subcontractors of the 14 federal laws listed below:

- Fair Labor Standards Act
- Occupational Safety and Health Act
- Family and Medical Leave Act
- National Labor Relations Act
- Davis-Bacon Act
- Title VII of the Civil Rights Act
- Americans with Disabilities Act
- Age Discrimination in Employment Act
- Executive Order 11246
- Vietnam Era Veterans' Readjustment Assistance Act
- Section 503 of the Rehabilitation Act (of 1973)
- Executive Order 13658 - federal minimum wage
- Service Contract Act
- Migrant and Seasonal Agricultural Worker Protection Act

In addition, as part of "paycheck transparency," Contractors and Subcontractors are required to:

- Provide detailed information from their worker's pay stubs, including overtime, hours worked, and deductions.
- Provide written notice of all independent Contractors and their classification as such.
- Provide written notice of employees who are exempt from receiving overtime pay.

Additionally, Contractors and Subcontractors with contracts over \$1 million are prohibited from entering into arbitration agreements under Title VII for sexual assault or harassment. (Note: This rule does not apply if the workers are already under a collective bargaining agreement, or if an arbitration agreement is already in place, though entering into arbitration agreements in anticipation of government contracting could be considered suspect.)

The winning Contractor is solely responsible for knowing and abiding by all federal laws.

EXHIBIT D

HTA TRAVEL PROTOCOL

As a State agency, HTA is required to follow an ethics code that informs our travel policy. HTA reserves the right to review Contractor's travel policy. If elements of the Contractor's policy fall outside of the following protocol, HTA will require Contractor to take measures to ensure that all travel related to HTA work does not violate State ethics laws.

1. Business Travel: HTA and Contractor Staff

- HTA meetings – Contractors shall make their own arrangements with hotels at the prevailing “industry rate.” In conjunction with pre/post FAMs, HTA staff will work with Island Destination Management & Marketing Service Providers to negotiate group rates with hotels. Contractors shall never ask for or accept upgrades, including for air travel. Contractors shall use the lowest public rates for air to get to Hawai‘i.
- Contractor Educational FAM – HTA will work with Island Destination Management & Marketing Service Providers to negotiate group rates with hotels. Contractors shall never ask for upgrades.
- Escorting FAM – Contractors shall use a negotiated FAM rate for both hotel and air. If air or hotel is complimentary for customers, Contractors shall ask for industry rates. Contractors shall never ask for or accept upgrades, including for air travel.
- Industry meetings – Contractors shall make their own arrangements and ask for the prevailing “industry rate.” Contractors shall use the lowest public rates for air. Contractors shall never ask for or accept air upgrades.

2. Customer Travel

- HTA meetings – Contractors shall ask customers to work directly with airlines and hotels if they are coming to Hawai‘i for an HTA meeting and can make introductions if appropriate.
- Solo FAM – Contractors shall ask customers to work directly with airlines and hotels and can make introductions if appropriate.
- Organized FAM – It is acceptable to negotiate air and hotel group rates with hotels and airlines for customers based upon business potential.

3. Media Travel

- Solo Travel to cover a story – It is acceptable to introduce media partners to Island Destination Management & Marketing Service Providers for vetting and introduction to hotels and/or airlines for industry rate based upon media potential.
- Organized FAM – It is acceptable to negotiate air and hotel group rates based upon media potential.
- Engage Island Destination Management & Marketing Service Providers and HTA's PR agency where appropriate.

4. Personal Travel

- Contractors shall not get involved with anyone, even customers, asking for favors. It is acceptable to make appropriate introductions for key customers. Contractors shall not ask for or accept personal favors of any kind for their own travel.

EXHIBIT E

SPECIAL PROVISIONS

As part of the proposal, Offerors are required to accept the State's General Conditions as amended in the RFP by the HTA. The HTA amendments to the General Conditions for this contract are as follows:

1. Hawai'i Compliance Express. Paragraph No. 2i of the attached General Conditions is further clarified as follows: The current "designated certification process" is Hawai'i Compliance Express. In lieu of presenting the separate certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, as outlined in Paragraphs 2e, 2g, and 2h, the Contractor shall obtain and provide the HTA with a current Certificate of Vendor Compliance from the Hawai'i Compliance Express that is current prior to commencing any performance under this Contract. The Contractor shall also be solely responsible for meeting all requirements necessary to obtain the Certificate of Vendor Compliance as required for final payment under Section 103-53, Hawai'i Revised Statutes (HRS), as amended, and Paragraph 17 of these General Conditions.

2. Conflicts of Interest. Paragraph No. 5 of the attached General Conditions is further clarified as follows: Contractor acknowledges and agrees that it has represented to HTA, and HTA has justifiably relied upon such representation, that Contractor is duly authorized, by law and in equity, to conduct the project described in the Proposal under the trade name or other name commonly understood for the Project. Contractor shall avoid all conflicts of interest that will not prevent and deter fraud, waste, and abuse or will not provide increased economy to maximize the purchasing value of public funds to the fullest extent practicable. Any credible and reliable proof of such conflict of interest shall be cause to terminate this Contract and withhold any payment to Contractor.

3. Change Orders: Paragraph No. 20 of the attached General Conditions is further clarified as follows: By written order, at any time and without notice to any surety, the Procurement Manager may, unilaterally, order of the Contractor:

- (A) Changes in the work within the scope of the contract; and
- (B) Changes in the time of performance of the contract that does not alter the scope of the contract work.

4. Limited License to Use Intellectual Property. The State hereby grants to the Contractor a non-exclusive, limited license during the time of performance for this Contract only to use any designated intellectual property, including any domain name, trade name, service mark, tagline, or logo (hereinafter referred to cumulatively as "Licensed Property"), which is owned, copyrighted, registered, patented, or reserved by the HTA, for the purpose of promoting and marketing Hawai'i as a visitor destination and in a manner consistent with the "Hawai'i Tourism Authority Five-Year Strategic Plan 2020-2025." The Contractor covenants and agrees that its use of the Licensed Property shall be of high standards and of high quality, style, and appearance and that Contractor shall, at all times, maintain, increase, or enhance the goodwill associated with the Licensed Property. The Contractor shall not authorize, assign, or grant any interest in the Licensed Property without the State's prior written consent.

5. Conflict Resolution. Notwithstanding any provisions or representations to the contrary, any conflict among the various provisions of this Contract shall be resolved by allowing the various provisions in the following documents, in order of priority, to control:

- (1) Hawai'i State law; then
- (2) HTA regulations, policies, or procedures; then
- (3) The Executed Agreement, including the Contractor's final proposal, with any

- modifications, amendments, or other properly documented changes; then
- (4) The RFP as amended; then
 - (5) The course of conduct, then
 - (6) The course of dealing, then
 - (7) General principles of government contracting; then
 - (8) Tourism industry practices.

6. Execution in Counterparts. This Contract may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

7. Travel Protocol. As a State agency, HTA is required to follow an ethics code that informs our travel policy. See HTA's travel policy, attached as the Exhibit entitled "HTA Travel Protocol." HTA reserves the right to review Contractor's travel policy. If elements fall outside of the attached policy, Contractor must work with HTA to ensure that all travel related to HTA work does not violate State ethics laws.

8. Force Majeure. As parties to this Contract, neither HTA nor Contractor shall be responsible or liable, or deemed in breach hereof, for a delay in the performance of their respective obligations and responsibilities under this Contract due solely to a Force Majeure Event beyond its reasonable control; provided that the party experiencing the Force Majeure Event shall exercise due diligence in endeavoring to overcome any Force Majeure Event that impedes its performance, and to mitigate costs where possible. Upon the occurrence of a Force Majeure Event, the non-performing party shall be excused from any further performance or observance of the affected obligation(s) only for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any party so delayed in its performance will immediately notify the other by telephone or by the timeliest means otherwise available (to be confirmed in writing within two (2) calendar days after the inception of such delay) and describe in reasonable detail the circumstances causing such delay. *(As used in this Contract, "Force Majeure Event" means any occurrence beyond the reasonable control of a party, including, without limitation, acts of God, acts of terrorism; war, embargo; national emergency, insurrection or riot; acts of the public enemy; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; or unusually severe weather or other natural disasters.)*

EXHIBIT F

GENERAL PROVISIONS FOR GOODS AND SERVICES

1. DEFINITIONS OF TERMS

Terms, as applicable and as used in these General Provisions, unless the context requires otherwise, shall have the following meaning:

a. BID

Bid means any offer submitted in competitive sealed bidding or the second phase of multi-step bidding.

b. BID PROPOSAL GUARANTY OR SECURITY

The security, when required, is furnished by an Offeror with his offer to ensure that the Offeror will enter into the contract with the State and execute the required contract and payment bonds covering the work contemplated if his offer is accepted.

c. CONTRACT

Contract means the combination of the solicitation, including the instructions to Offerors, the specifications or scope of work, the special provisions, and the general terms and conditions; the offer and any best and final offers; and any amendments to the solicitation or the contract; and any terms implied by law.

d. CONTRACT BOND

The approved form of security furnished by the Contractor and his surety or sureties or by the Contractor alone to ensure completion and satisfactory performance of the contract in accordance with the terms of the contract and to guarantee full payment of all claims for labor, materials, and supplies furnished, used, or incorporated in the work.

e. CONTRACTOR

An individual, partnership, firm, corporation, joint venture, or other legal entity undertaking the execution of work under the terms of the contract with the State and acting directly or through his, their or its agents, employees, or Subcontractors.

f. DAYS

Days mean calendar days unless otherwise specified.

g. GENERAL CONDITIONS

General Conditions issued by the Department of the Attorney General of the State of Hawai'i, referred to as Form AG-008, as revised and included in solicitations by reference. The applicable revised Form AG-008, which is included by reference, is the form dated and in effect at the date the solicitation is issued.

h. GENERAL PROVISIONS

General Provisions are standard terms and conditions.

- i. HAR
Hawaii Administrative Rules

- j. HEAD OF THE PURCHASING AGENCY
The head of any agency with delegated procurement authority by law or from a chief procurement officer of this State to enter into and administer contracts.

- k. HRS
Hawaii Revised Statutes

- l. IFB
Invitation for Bids

- m. OFFER
An offer means a bid or proposal in response to any solicitation, as defined in sections 1a and 1p.

- n. OFFEROR
Any individual, partnership, firm, corporation, joint venture, or other legal entity submitting directly or through a duly authorized representative or agent an offer for the work or services contemplated in response to a solicitation as defined in 1s.

- o. PROCUREMENT MANAGER
Procurement manager means the person with procurement delegation duly authorized to enter into and administer contracts and make written determinations with respect to the contract. The term includes an authorized representative acting within the limits of authority. The delegated authority is received from the chief procurement manager directly or through the head of a purchasing agency or designee to the procurement manager.

- p. PROPOSAL
A proposal means any offer submitted in response to any solicitation, except a bid, as defined in section 1a.

- q. PURCHASING AGENCY
Purchasing agency means any governmental body which is authorized by law or rules or by way of delegation to enter into contracts for the procurement of goods, services, or construction.

- r. RFQ
Request for Quotes

- s. RFP
Request for Proposals

t. SOLICITATION

Solicitation means an invitation for bids (“IFB”) used in the competitive sealed bidding process, a request for quotes (“RFQ”) used in the small purchases process, or a request for proposals (“RFP”) used in the competitive sealed proposal process for the purpose of obtaining quotes, bids, or proposals to perform a State contract.

u. SPECIAL PROVISIONS

The terms and conditions pertaining to the specific solicitation in which they are contained and in addition to these General Provisions, including but not limited to terms and conditions describing the preparation of solicitations, evaluation of offers, determination of award, plus those applicable to performance by the Contractor.

Additions or revisions to the General Provisions, which shall be considered a part of the General Provisions, setting forth conditions or requirements applicable to the particular project or contract under consideration shall be included in the Special Provisions. Should any Special Provisions conflict with these General Provisions, said Special Provisions shall govern.

v. SPECIFICATIONS

A description of what the purchasing agency requires and, consequently, what an Offeror must offer to be considered for award.

w. STATE

State means the remaining departments of the executive branch and all governmental bodies administratively attached to it, excluding the judiciary, the legislature, the Department of Education, University of Hawaii, the division of community hospitals, and the Office of Hawaiian Affairs, except where specifically included in any particular solicitation.

x. SURETY

The individual, firm, partnership, or corporation other than the Contractor which executes a bond with and for the Contractor to ensure the Contractor’s acceptable performance of the contract.

y. WORK

The furnishing by the Contractor of all labor, services, materials, equipment, and other incidentals necessary for the satisfactory performance of the contract.

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.

The purchasing agency reserves the right to visit an Offeror's place of business to inspect its facilities and equipment and observe its methods of operation to facilitate the evaluation of performance capabilities.

3. OFFER INCORPORATES SOLICITATION

The solicitation, including the AG's General Conditions, Specifications, General Provisions, any Special Provisions, and other documents referenced in or attached to the solicitation, shall be considered a part of the offer, whether attached to the solicitation or not at the time of its submission. Such documents shall not be altered in any way when the proposal is submitted, and any alterations made by the Offeror may be cause for rejection of the offer.

4. PREPARATION OF OFFER

An Offeror may submit only one offer in response to a solicitation. If an offeror submits more than one offer in response to a solicitation, all such offers shall be rejected. Competing subsidiary or jointly owned companies may submit bids or proposals, and these may be accepted for evaluation and award if such companies submit with their bids or proposals a certificate of non-collusion, sworn to before a notary, which acknowledges that the offer is without collusion.

Unless otherwise specified in the solicitation, all prices shall include applicable Federal, state, and local taxes. Any illegible or otherwise unrecognizable price offer shall cause automatic rejection of the offer.

Offers submitted in response to an IFB or RFP shall be signed in the space provided on the bid or proposal page by (1) the owner of a sole proprietorship, (2) one or more members of a partnership, (3) one or more members or officers of each firm representing a joint venture, (4) one or more officers of a corporation, or (5) an agent of the Offeror duly authorized to submit offers on the Offeror's behalf. Electronic signatures are acceptable.

5. LATE OFFERS, LATE WITHDRAWALS, AND LATE MODIFICATIONS

Offers are only submitted through HiePRO. Late submissions will automatically not be accepted.

6. DISQUALIFICATION OF OFFERORS

An Offeror shall be disqualified, and his offer automatically rejected for any one of the following reasons: proof of collusion, in which case, all offers involved in the collusive action will be rejected, and any participant to such collusion will be barred from future solicitations until reinstated; or Offeror's delivery of the offer after the deadline specified in the public notice calling for offers, or as amended.

7. IRREGULAR OFFERS

Offers will be considered irregular and shall be rejected for the following reasons including but not limited to the following: if the offer is unsigned by the Offeror, unless otherwise specified in the solicitation; if the required offer guaranty received separately from the offer

is not identifiable as guaranty for a specific offer, or is received after the date and time set for the opening; if the required offer guaranty is not in accordance with the solicitation; if the Offeror or surety fails to sign the surety bond submitted as offer guaranty; if Offeror fails to use the surety bond form furnished by the State or identical wording contained in the said form when submitting a surety bond as proposal guaranty; if the offer shows any non-compliance with applicable law or contains any unauthorized additions or deletions, conditioned, incomplete, or irregular or is in anyway making the proposal incomplete, indefinite, or ambiguous as to its meaning; or unbalanced offers in which the price for any item is obviously out of proportion to the prices for other items.

8. **STANDARDS OF CONDUCT**

All Offerors should be certain that their offer is not in violation of HRS §84-15. This section provides as follows:

- a. A state agency shall not enter into any contract to procure or dispose of goods or services, or for construction, with a legislator, an employee, or a business in which a legislator or an employee has a controlling interest, involving services or property of a value in excess of \$10,000 unless:
 - (1) The contract is awarded by competitive sealed bidding pursuant to Section 103D-302;
 - (2) The contract is awarded by competitive sealed proposal pursuant to Section 103D-303 or
 - (3) The agency posts a notice of its intent to award the contract and files a copy of the notice with the state ethics commission at least ten days before the contract is awarded.
- b. A state agency shall not enter into a contract with any person or business that is represented or assisted personally in the matter by a person who has been an employee of the agency within the preceding two years and who participated while in state office or employment in the matter with which the contract is directly concerned.

9. **CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS**

Unless otherwise specified in the solicitation, a legislative body has appropriated the funds for this contract.

Therefore, if awarded a contract in response to this solicitation, Offeror agrees to comply with Section 11-205.5, HRS, which states that campaign contributions are prohibited from a State and county government Contractor during the term of the contract if the Contractor is paid with funds appropriated by a legislative body.

10. **ACCEPTANCE OF OFFER**

- a. Acceptance of offer, if any, will be made within one hundred twenty calendar days after the opening of offers, and the prices quoted by the Offeror shall remain firm for the one hundred twenty-day period. Unless otherwise provided, each individual item or group of items will be awarded to the responsive and responsible Offeror whose offer complies with all the solicitation requirements. In determining the responsive and responsible Offeror, offers will be evaluated not only on the amounts thereof but

on all factors relating to the satisfactory performance of the contract. Products or servicing capabilities must be of a quality and nature that will meet the needs and purposes of the intended use and must conform to all requirements prescribed in the specifications. The Offeror must have the ability to perform as called for in the contract terms. The State shall be the sole judge of product or vendor capability. The successful vendor will be notified by letter that the offer has been accepted and that the vendor is being awarded the contract.

- b. If the offer is rejected or if the vendor to whom the contract was awarded fails to enter into the contract and furnish satisfactory security, if applicable, the purchasing agency may, at their discretion, award the contract to the next lowest or remaining responsible Offeror or may publish another call for offers; provided in the case of only one remaining responsible Offeror, the head of a purchasing agency may negotiate with such bidder to reduce the scope of work, if available funds are exceeded, and to award the contract at a price which reflects the reduction in the scope of work.
- c. The head of a purchasing agency further reserves the right to cancel the contract award at any time prior to execution of said contract by all parties, without any liability to the awardee and any other Offeror.

11. EXECUTION OF CONTRACT

The following subsections shall not apply to any contract in which the total amount payable to the Contractor cannot be accurately estimated at the time the contract is to be awarded:

- a. In cases where the contract award equals or exceeds the dollar level specified in Section 103D-305, HRS, the State shall forward a formal contract to the successful Offeror for execution. The contract shall be signed by the successful vendor and returned with a satisfactory contract bond if required, and other supporting documents within ten days after receipt by the vendor or within such further time as the procurement manager may allow.
- b. No such contract shall be considered binding upon the State until the contract has been fully and properly executed by all the parties thereto and the State Comptroller has, in accordance with Section 103D-309, HRS, endorsed thereon a certificate that there is an appropriation or balance of an appropriation over and above all outstanding contracts, sufficient to cover the amount required by the contract; with the exception of a multi-term contract, whereby, the State Comptroller shall only be required to certify that there is an appropriation or balance of an appropriation over and above all outstanding contracts, that is sufficient to cover the amount required to be paid under the contract during the fiscal year or remaining portion of the fiscal year of each term of the multi-year contract.

Pursuant to the Attorney General's General Conditions (AG-008, as revised), Section 18, in any contract involving not only State but supplemental funds from the Federal government, this section shall be applicable only to that portion of the contract price as is payable out of State. As to the portion of the contract price, as is expressed in the contract to be payable out of Federal funds, the contract shall be construed to be an agreement to pay the portion to the Contractor only out of Federal funds to be received from the Federal government. This subsection shall be liberally construed so as not to hinder or impede the State in contracting for any project involving financial aid from the Federal government.

12. CONTRACT BOND

- a. The requirement for contract performance and payment bonds, if any, shall be stated in the Special Provisions of the solicitation.
- b. When required by the Special Provisions, the Contractor shall deliver a performance bond and a payment bond to the State at the same time the executed contract is delivered. Each amount of the performance and payment bonds shall not exceed fifty percent of the amount of the contract price; provided, for contracts where contract price cannot be determined at the time of award, the amounts of the bonds shall be as stated in the solicitation.
- c. The acceptable performance and payment bonds are the same as the acceptable bid or proposal security deposit specified in the solicitation. If a surety bond is submitted for either the performance or payment bond, in addition to the form prescribed, a power of attorney for the surety's attorney-in-fact executing the bond shall be provided.

13. FAILURE TO EXECUTE CONTRACT

If the Offeror to whom a contract is awarded shall fail or neglect to enter into the contract and to furnish satisfactory security as required by Section 12 within ten days after such award or within such further time as the procurement manager may allow, the purchasing agency shall pay the amount of Offeror's proposal guaranty, as required in the solicitation, into the State Treasury as a realization of the State. The procurement manager may thereupon award the contract to the next lowest responsible Offeror or may call for new offers, whichever method he may deem is in the best interest of the State.

14. RETURN OF OFFER GUARANTEES

All offer guarantees submitted as required by subchapter 24, chapter 3-122, HAR, shall be retained until the successful Offeror enters into contract and furnishes satisfactory security or if the contract is not awarded or entered into until the procurement manager's determination is made to cancel the solicitation. All offer guaranties, except surety bonds, will be returned at such time.

15. PAYMENT

Section 103-10, HRS, 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 bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by §103-10, HRS, 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.

16. DELIVERY EXTENSIONS

In the case of contracts for the purchase of goods, the delivery date or the maximum number of days for delivery will be specified by the State in its solicitation requirements, and all goods must be delivered within the time specified. However, the Contractor will not be held responsible for delay due to fire, flood, riot, labor disturbances, war, shortage of

transportation, act of God, or other reason beyond his control, provided that he notifies the State of such delay and the reason therefore as soon as practicable after its occurrence and requests extension prior to the specified date of delivery. Requests for an extension of time shall be accompanied by documents such as the Contractor's purchase order, manufacturer's acknowledgment, shipping manifest, and any other documents substantiating that the causes for delay were beyond the control of the Contractor. The State shall be the sole judge of whether such delay is truly beyond the control of the Contractor and whether extension will be granted. The State reserves the right to terminate the contract or to assess liquidated damages if provided for in the contract, for delays not covered by specific authorized extension.

17. PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions of the contract or in exercising any power or authority granted to them by the contract, there shall be no liability upon the procurement manager or his authorized representatives, either personally or as officials of the State, it being understood that in such matters, they act solely as agents and representatives of the State.

EXHIBIT G

General Conditions for 103D

HAWAI'I REVISED STATUTES (HRS) CHAPTER 103D

(Updated July 2017)

Attached are the General Conditions, dated July 2017, which are part of all offers in response to the solicitation for goods and services. These provisions are in addition to the special provisions provided in the individual solicitations. Offerors are cautioned to read and understand all the terms and conditions contained in the General Provisions, as these provisions will also be made part of the contract for goods and services.