



**LEGAL AD DATE: MAY 8, 2026**

**The State of Hawai'i  
Department of Business, Economic Development, and Tourism  
Hawai'i Tourism Authority (HTA)**

**INVITATION FOR BIDS  
IFB NO. 27-12  
(NOTICE TO BIDDERS)**

**2026 HAWAII TOURISM CONFERENCE  
SERVICE PROVIDER**

**ALL SUBMISSIONS SHALL BE SUBMITTED BY  
2:00 P.M. HAWAII STANDARD TIME (HST) ON**

**MAY 21, 2026**

(or such later date as may be established by the State of Hawai'i by an Addendum to this solicitation)

**QUESTIONS RELATING TO THIS PROPOSAL SHOULD BE SUBMITTED IN  
HIEPRO**

**No proposal in response to this IFB shall be considered if received at the Hawai'i Tourism Authority (HTA) after the stated due date and time. A bidder shall assume full responsibility for timely submission of the proposal and its attachments as noted herein. No exceptions will be considered for any proposal submitted after the due date and time.**

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

### **1.1 INTRODUCTION**

The Hawai‘i Tourism Authority (HTA) is a state agency established under Chapter 201B, Hawai‘i Revised Statutes, to manage tourism for the State. The HTA is administratively attached to the Department of Business, Economic Development & Tourism (DBEDT). The HTA’s powers and responsibilities include coordinating with global marketing contractors, visitor industry partners, travel trade, MCI partners, and community stakeholders to ensure that destination marketing and communications align with our unique Hawaiian and multi-ethnic cultures, authentic activities, and natural resources.

The HTA is seeking a qualified conference service provider to perform services, including venue and transportation coordination, registration and budget management, and on-site event logistics as outlined in the scope for HTA’s Hawai‘i Tourism Conference tentatively scheduled for **September 24 – 25, 2026**.

### **1.2 CANCELLATION**

The Invitation For Bids (IFB) may be cancelled and any or all proposals rejected in whole or in part, without liability to the State, when it is determined to be in the best interest of the State.

### **1.3 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION**

AG	=	Attorney General
BAFO	=	Best and Final Offer
CONTRACTOR	=	The bidder awarded a contract under this IFB
CPO	=	Chief Procurement Officer
DBEDT	=	Department of Business, Economic Development, and Tourism
GC	=	General Conditions, issued by the Department of the Attorney General
GET	=	General Excise Tax
GP	=	General Provisions
HAR	=	Hawai‘i Administrative Rules
HCE	=	Hawai‘i Compliance Express
HRS	=	Hawai‘i Revised Statutes
HOPA	=	Head of Purchasing Agency
HTA	=	Hawai‘i Tourism Authority
IFB	=	Invitation for Bid
SPO	=	State Procurement Office
STATE	=	State of Hawai‘i, including its departments, agencies, and political subdivisions

#### 1.4 IFB SCHEDULE AND SIGNIFICANT DATES

The schedule represents the HTA’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 IFB Schedule and Significant Dates shall be reflected in and issued in an addendum. The approximate schedule is as follows:

Release of Invitation For Bids	May 8, 2026
Deadline to Submit Written Questions (must be submitted in HiePRO)	May 13, 2026 @ 2:00 PM HST
State’s Response to Written Questions (will be posted in HiePRO)	May 15, 2026
<b>Bid Proposals Due Date/Time</b>	<b>May 21, 2026 @ 2:00 PM HST</b>
Bid Proposal Public Opening Date/Time	May 21, 2026 @ 3:00 PM HST via Zoom
Estimated Notice of Award	May 21, 2026
Estimated Contract Start Date	Week of June 1, 2026

#### 1.5 QUESTIONS AND ANSWERS PRIOR TO OPENING OF BIDS

- A. All questions shall be submitted through HiePRO by the due date specified in Section 1.4, IFB Schedule and Significant Dates. HTA reserves the right to consolidate, reconfigure, and address questions as we deem appropriate or to disregard questions altogether. Only those written inquiries received by the deadline shall be responded to.
- B. The State will respond to questions by the date specified in Section 1.4, IFB Schedule and Significant Dates. Only those written inquiries received by the deadline shall be responded to via HiePRO. Pursuant to HAR §3-122-16.06(f), after submission of proposals, an addendum may be made to the solicitation pursuant to subchapters 6 and 6.5, subject to section HAR §3-122-53(d) and (e). The STATE’s responses shall not be construed to make any changes to the IFB unless otherwise revised by an addendum.

#### 1.6 BID SUBMISSION

**BIDS SHALL BE RECEIVED ELECTRONICALLY ONLY THROUGH HiePRO. Bids received outside of HiePRO shall not be considered for award.**

- A. The State has established the Hawai‘i State eProcurement (HiePRO) System to promote an open and transparent system for vendors to compete for State contracts electronically. Bidders interested in responding to this solicitation must be registered on HiePRO. Registration information is available at the State Procurement Office

(SPO) website: State of Hawai'i eProcurement - HiePRO (ehawaii.gov); select HiePRO Vendor Registration, then Vendor Registration Guide.

- B. The State will use HiePRO to issue the solicitation, receive bids, and issue addenda to the solicitation. Addenda and any other information and materials shall be provided by the State through HiePRO, including additions or changes. The State shall not be responsible for any person's or entity's failure to be familiar with all documents and information made part of the solicitation for any reason. The State is not responsible for any delay or failure of any Bidder to receive any materials updated through the solicitation process on a timely basis.
- C. As part of this procurement process, Bidders 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.
- D. Bidders shall carefully review this solicitation, any attachment, addendum, special instructions, and other relevant documents located in HiePRO to ensure Bidder understands the requirements of the solicitation. Should Bidder find defects and questionable or objectionable items in the solicitation, Bidder shall notify the HTA in writing prior to the deadline or as amended. This will allow the issuance of any necessary corrections and/or amendments to the solicitation by an addendum and mitigate reliance of a defective solicitation upon which award could not be made. Bidder must also become familiar with State, local, and Federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.
- E. Bidders are responsible for ensuring that all necessary files are attached to their bid prior to the due date and time. Bidders are advised to not wait until the last minute to submit their bid on HiePRO. Bidders should allow ample time to review their submitted bid on HiePRO, including attachments, prior to the due date and time. If the submission of the bid is not completed and submitted by the due date and time, HiePRO will not accept the bid.
- F. The submission of a bid shall constitute an incontrovertible representation by the Bidder of compliance with every requirement listed in this solicitation and the solicitation documents are sufficient in scope and detail to indicate and convey a reasonable understanding of all terms and conditions of performance of the work.
- G. Any and all costs incurred by the Bidder in preparing or submitting a bid shall be the Bidder's sole responsibility whether or not any award results from this solicitation. The State shall not reimburse such costs.
- H. Bid Security is **not** required for this IFB.

## SECTION TWO: SCOPE OF WORK AND SPECIFICATIONS

### 2.1 SCOPE OF SERVICES

The Contractor shall perform and provide, satisfactorily and properly as determined by the STATE, all goods and services listed as follows, and as may be further described in the proposed Hawai'i Tourism Conference Service Provider 2026 IFB, including but not limited to the following project management and professional services. Under the supervision of, and in collaboration with the HTA staff, the successful contractor shall provide the HTA with the following services:

The HTA seeks a conference service provider to assist with its 2026 Hawai'i Tourism Conference (HTC), which is tentatively scheduled for **September 24 – 25, 2026** at the Hilton Hawaiian Village. The estimated number of attendees is 700. There will also be pre-conference planning meetings and a post-conference meeting. The conference service provider shall work with HTA to coordinate and execute all related tasks to ensure the success of the HTC.

This contract period shall be twelve (12) months, from **June 2026 to May 2027**. Under the supervision of, and in collaboration with HTA, the successful Bidder shall provide HTA with the following services:

#### **A. 2026 Two-day In-Person Tourism Conference Coordination**

- (1) Serve as an executive producer of the Hawai'i Tourism Conference.
- (2) Meet with the HTA staff conference committee on a weekly basis or as needed throughout the duration of the Contract to discuss and resolve any issues related to the contract. Provide the HTA with an emergency contact name, phone, and e-mail address in case of rush requests
- (3) Coordinate directly with the HTA and host venue to manage all logistical planning and execution for the two-day conference. This includes:
  - a. Reviewing floor plans,
  - b. Ordering and coordinating audio/visual components,
  - c. Securing IT telecom services and networking access,
  - d. Providing QR code management services,
  - e. Determining appropriate menus for meals/breaks,
  - f. Securing meeting rooms and stage decorations,
  - g. Conducting site visit(s),
  - h. Arranging a first-aid station and security services with the venue, and
  - i. Ensuring full ADA accessibility for all attendees by coordinating mobility-friendly venue layout.
- (4) Execute the conference concept and theme as envisioned by HTA through its conference committee and report to the committee should changes be required.
- (5) Book travel for speakers and guests invited by HTA, lodging at designated conference hotel(s), and transportation accommodations for presenters, following Hawai'i State travel policies.
- (6) Coordinate and manage entertainment for the opening day, all lunch sessions, and the evening networking reception with the venue vendor, ensuring all talent and programming meet HTA's standards and receive formal approval prior to booking.

- (7) The Contractor shall provide a Conference website that displays information on the Conference program and other logistics such as travel. The website shall integrate with the digital event management platform below to support online registration. HTA will link from its website to the provided external Conference website for registration and further information on the Conference.
- (8) The Contractor shall utilize, configure, and maintain a comprehensive digital event management platform—such as CVENT, WHOVA, or an equivalent system approved by HTA—to administer all conference-related functions. The software must, at minimum, support:
  - a. Online registration and payment processing, including secure handling of attendee data and compliance with industry-standard security protocols. Online registration must include collection of basic demographic data, which at minimum, shall include: island of residence, employment sector, and company/institutional affiliation.
  - b. Real-time attendance tracking for all sessions, speakers, and conference activities.
  - c. Centralized conference information, including schedules, session descriptions, speaker bios, venue maps, exhibitor listings, and sponsor visibility.
  - d. Mobile app functionality to provide attendees with up-to-date program information, notifications, and personalized agendas.
  - e. Reporting capabilities, including registration summaries, attendance analytics, and post-event data exports as requested by HTA.
  - f. Integration with onsite check-in tools, such as QR code scanning or badge printing systems.
- (9) Manage the entire conference registration process, pre-, on-site, and post-conference. Responsibilities include registering attendees, collecting registration payments and any additional activity fees, hiring event staff, managing event volunteers for the registration table, and setting/maintaining a substantial registration cap to ensure an effective attendance rate. Activities related to the registration process shall also include:
  - a. Providing online conference registration and acceptance of registration payments, including timely and accurate updates of the conference registration site.
  - b. Providing registration reports/status on a cadence requested by HTA, detailed in the specifications below.
  - c. Managing efficient registration check-in for delegates and speakers during the conference.
- (10) Communicate airfare and hotel discounts to conference attendees.
- (11) Coordinate credentialing and access control, including access to food & beverage as appropriate.
- (12) Provide on-site staff assistance, including:
  - a. Registration staff and room monitors to implement the program on the days of the conference, including volunteer management and coordination of exhibitors;
  - b. Assisting attendees throughout the duration of the conference (e.g., registration, parking validation, bag storage, and lost & found).

- (13) Provide signage for conference rooms, registration desk, and other key sites.
- (14) Provide other wayfinding signage around the venue as needed.
- (15) Coordinate the design, display printing, collating, and distribution of conference materials to the attendees.
- (16) Send invitations and confirmation letters to conference speakers, panelists, and moderators recommended by the conference committee and coordinate and assist with the presenters' Audio & Visual needs (microphone, speakers, and PowerPoint slides).
- (17) Coordinate with other program logistics as needed and directed by HTA.

**B. Luncheon Programs**

- (1) The Bidder shall coordinate and execute all logistics for two (2) Luncheon Programs held during the conference. Responsibilities include:
  - a. Managing all Audio & Visual components.
  - b. Coordinating Food & Beverage services with the venue, including menu selection and dietary considerations.
  - c. Overseeing room décor, staging, and ambiance appropriate to the luncheon program themes.
  - d. Coordinating entertainment or program elements as approved by HTA.
  - e. Ensuring seamless integration of any special presentations, recognitions, or program features designated by HTA.

**C. Reception Program**

- (1) The Bidder shall coordinate and execute all logistics for one (1) evening networking reception to be held on the first day of the Conference. Responsibilities include:
  - a. Managing all Audio & Visual components required for the evening networking reception.
  - b. Coordinating Food & Beverage services with the venue, which may include external caterers, including menu selection and dietary considerations.
  - c. Overseeing room décor, staging, and ambiance appropriate to the evening networking reception program theme.
  - d. Coordinating entertainment or program elements as approved by HTA.

**D. Mākeke**

- (1) The Bidder shall coordinate and execute all logistics for one (1) Mākeke to promote local vendors and key initiatives throughout both days of the Conference. Responsibilities include:
  - a. Communicating and coordinating with the venue to designate a space for a Mākeke. This space may also be used as a networking venue or for breaks in the Conference program.
  - b. Coordinating with the venue to secure necessary audio and visual components, IT telecom, networking access, and décor for the Mākeke.
  - c. Establishing and publicizing a registration process for prospective exhibitors.
  - d. Assisting and directing exhibitors' set-up and break-down.
  - e. Coordinating with HTA on proposed exhibitors and promotion of key initiatives, such as a workforce development program.

**E. 2027 Venue Pre-Planning Support**

- (1) The Bidder shall, as directed by HTA, assist in obtaining and coordinating contracting

for the 2027 Hawai'i Tourism Conference venue. Responsibilities include:

- a. Evaluating potential venue options suitable for the 2027 conference.
- b. Initiating contact with venue representatives, availability, and pricing information.
- c. Coordinating preliminary negotiations and providing HTA with comparative venue information and recommendations.
- d. Supporting HTA's decision-making process by preparing summaries, documentation, and timelines related to venue contracting.

### **G. Keep It Hawai'i Recognition Awards Program**

The Bidder shall organize and execute the Keep It Hawai'i Awards Program. This award program honors those who have demonstrated commitment to honor and perpetuate the Hawaiian culture and community, providing visitors and residents with opportunities to experience the true culture through creative and responsible efforts. Nominations for the awards are judged by members of the Hawaii Tourism Authority's Hawaiian Cultural Program Advisory Council on Authenticity, Usage, Uniqueness, Educational Value, Longevity and Commitment into the Future. The prestigious Koa Award was created to recognize those signifying a long-term and exemplary commitment to perpetuating and preserving Hawaii's host culture.

## **2.2 SPECIFICATIONS**

### **A. Event Logistics:**

- (1) Coordinate with the venue and/or secure Audio & Visual components, IT telecom, networking access, Food and Beverage, décor, and entertainment for the conference rooms, luncheons, and evening networking reception.
- (2) Book hotel accommodations at the designated conference hotel for speakers;  
*\*Note: Hotel accommodations will be booked following State travel policies.*
- (3) Order, print, and compile badges for conference attendees;
- (4) Order, print, and compile speaker and staff ribbons and name badges;
- (5) Order and distribute meal and drink tickets for meals throughout the conference, if applicable;
- (6) Assist attendees throughout the duration of the conference, which includes:
  - a. registration open throughout the conference,
  - b. parking validation,
  - c. bag storage,
  - d. and lost & found;
- (7) Provide on-site staff assistance (e.g., room monitors) to implement the program on the days of the conference, including volunteer coordination;
- (8) Coordinate exhibitors at the Mākeke;
- (9) Manage event staff volunteers;
- (10) Print room, registration, and other necessary signage, including wayfinding signage around the venue;
- (11) Print, collate, and distribute conference materials to the attendees; and

- (12) Ensure full ADA accessibility for all attendees by coordinating a mobility-friendly venue layout.

**B. Transportation**

- (1) Coordinate and book air, hotel, and ground transportation for speakers.  
*\*Note: All transportation will be booked following State travel policies.*

**C. Invitations and Registration**

- (1) Coordinate all registration matters (pre-, on-site, post) to include collection of conference registration payments and any additional activity fees;
- (2) Provide online conference registration and acceptance of registration payments. At point of online registration, collect basic demographic data, including but not limited to: island of residence, sector of employment, and company/institutional affiliation;
- (3) Provide HTA with weekly reports on registration and payment information beginning three months before the conference and as requested;
- (4) Provide HTA with daily registration reports starting one month prior to the conference;
- (5) Communicate airfare and hotel discounts to conference attendees;
- (6) Conduct efficient registration check-in for delegates and speakers during the conference.

**D. Conference Website and Event Management Software**

- (1) Create a Conference website to display Conference details including the program and other logistics such as travel for out-of-state registrants. The website will integrate with the event management software or platform below to facilitate registration and payment. HTA will link from its website to this provided website to direct prospective attendees to additional information.
- (2) Employ an event management software or platform, such as CVENT or WHOVA, to administer the conference registration; attendance; information on the conference such as sessions, speakers, location, sponsorship opportunities, registration, and schedule.

**E. Project Administration & Finances**

In addition, the conference service provider shall manage the project budget and expenditures responsibly, including:

- (1) Creation and management of an overall project budget for review and approval by HTA;
- (2) Disbursal of funds from registration and sponsorship revenue collected in accordance with the vendors' terms and conditions, which shall include but not be limited to: speakers, cultural representation, entertainment, vendors providing goods and services to the HTA for the conference, the conference hotels, airlines, transportation companies, and other expenses approved by HTA;
- (3) Coordination of all registration matters (pre-, on-site, post) to include the collection of conference registration payment and any additional activity fees;
- (4) Coordination of all sponsorship matters to include solicitation, collection of sponsorship fees or in-kind services, and any additional activity;
- (5) Financial reporting for the revenue and expenses of the conference; and
- (6) Ensuring that payments for event expenditures, other than the Contractor's Administration Fee and funds derived from registration and sponsorship revenue, shall use the allotted funds. All such expenditures require the submission of valid receipts.
- (7) CONTRACTOR shall be responsible for tourism conference costs, including applicable deposits, audio & visual needs, food & beverage services, meeting space,

rentals, entertainment, and exhibit company as pass-through expenses paid with registration revenues. If any and all registration revenue on hand at the time is not sufficient to cover the expense(s), the HTA may advance funds through the CONTRACTOR's contract to cover those costs. Those costs are pass-through expenses, and the CONTRACTOR will not be responsible for taxes on these pass-through expenses. These expenses must be free from CONTRACTOR's markup.

- (8) At the conclusion of the Contract, a detailed budget sheet, a final financial report of actual expenses and income, and a post-event report shall be delivered to the HTA.
- (9) Maintain proper accounting procedures and practices acceptable to the HTA to include, but not be limited to, maintaining books, records, documents, and other evidence related to the project's performance. The books, records, and documents shall be subject to inspection, review, or audit by the HTA.

#### **F. Hawai'i Tourism Authority's List of Responsibilities**

- (1) Work with the CONTRACTOR to ensure the event proceeds as scheduled and meets the HTA's objectives.
- (2) Correspond with the CONTRACTOR regularly to discuss the progress and issues that may arise.

### **2.3 POINT OF CONTACT**

The Procurement Manager is the single point of contact (POC) during the procurement process. Bidders shall direct all questions regarding the procurement process and any other procedural questions that may arise related to this solicitation to [procurement@gohta.net](mailto:procurement@gohta.net). The reference number is **IFB 27-12**. This number must be referred to on all proposals, correspondence, and documentation relating to the IFB.

### **2.4 PRICING AND COMPENSATION**

This is a Fixed-price Contract. Pursuant to HAR §3-122-136. Funds provided under the initial contract year will be General funds. The contractor shall be responsible for ensuring that all funds are recorded, expended, and audited.

**2.4.1 Pricing Format:** Bidders shall submit a firm, fixed price total for administrative services described in Section 2.1 of this IFB for the contract period. The bid price shall include only administrative costs in the HIePRO submission. Award shall be made to the responsive and responsible Bidder offering the lowest total administrative cost.

The total funds allocated for this project, inclusive of all Conference costs and the CONTRACTOR's Administration Fee, shall not exceed TWO HUNDRED ELEVEN THOUSAND THREE HUNDRED SIXTY AND NO/100 DOLLARS (\$211,360.00 USD), exclusive of attendee registration and sponsorship revenue.

For planning purposes only, Bidders shall submit an estimated conference budget based on the specifications provided. This estimate is for informational purposes only and shall not be evaluated or used in determining award.

#### **2.4.2 Pass-Through Expenses:**

- (1) The CONTRACTOR shall be responsible for coordinating and administering conference-related expenses in accordance with the specifications set forth herein, including but not limited to deposits, audio-visual services, food and beverage, meeting space, rentals, entertainment, and exhibit services. Such costs shall be treated as pass-through expenses and paid from conference revenues, including registration fees, and/or HTA funds.
- (2) If conference revenues on hand are insufficient at the time payment is due, the HTA may, at its discretion, advance funds through the contract to cover such costs. Pass-through expenses:
  - i. Shall be actual costs only, with no markup, fee or profit applied by the CONTACTOR; and
  - ii. Shall not be subject to contractor-added taxes or subcharges, except as required by law.
- (3) Upon completion of the Contract, the CONTRACTOR shall submit to HTA:
  - i. A detailed final budget;
  - ii. A final financial report of all actual revenues and expenditures; and
  - iii. A post-event report.
- (4) The CONTRACTOR shall maintain complete and accurate accounting records in accordance with generally accepted accounting principles and practices acceptable to the HTA. All books, records, documents, and other evidence related to contract performance shall be subject to inspection, review, and audit by the HTA.

The STATE reserves the right not to utilize the total amount of funds allocated or to cancel this solicitation.

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).

In the event the Contractor is unable to fulfill the Specifications outlined in Section 2.2 of this IFB, the funds may be adjusted. The adjustment of funds could allow for an increase, a decrease, or both. Funds allocated for this IFB and the resulting contract will remain available and not exceed the total value throughout its duration. Any unused funds at the conclusion of the Contract shall be returned to the State.

## **2.5 CONTRACT TERM**

The contract shall be for a fixed period of twelve (12) months, commencing June 2026, or upon issuance of a written Notice to Proceed (NTP) by the State, whichever is later, and ending May 2027, unless otherwise terminated in accordance with the terms of the contract.

No work shall be undertaken by the Contractor prior to the official commencement date specified in the NTP issued by the State. The State of Hawai'i shall not be liable for any work performed, costs incurred, or services rendered by the Contractor prior to the Contractor's receipt of the NTP.

Pursuant to section 103D-309, Hawai'i Revised Statutes, and applicable provisions of the Hawai'i Administrative Rules, the State's obligations under this contract are contingent upon the availability of appropriated and allotted funds. In the event that funds are not appropriated by the Legislature or allotted by the Governor, the State may terminate the contract, or reduce the scope of services and corresponding compensation, upon written notice to the Contractor. The State shall not be liable for any costs, expenses, or damages, including but not limited to loss of anticipated profits, resulting from such termination or reduction.

Any extension of the contract term shall be limited to a reasonable period necessary to complete work in progress and shall not increase the total contract price or expand the scope of services, unless otherwise permitted by law and agreed to in writing by both parties.

## SECTION THREE: PROPOSAL FORMAT AND CONTENT

### 3.1 BID CONTENT AND FORMAT

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

Proposals must provide the following:

- 3.1.1** Proposal shall be organized into sections, following the exact format using all titles, subtitles, and numbering, with title pages separating each section described below. Each section must be addressed individually, and pages must be numbered.

To be considered responsive, the Bidder's proposal shall respond to and include all items specified in this IFB and any subsequent addendum. Any proposal offering any other set of terms and conditions that conflict with the terms and conditions provided in the IFB or in any subsequent addendum may be rejected without further consideration.

- 3.1.2** Include a signed Bid Form OF-1, Transmittal Letter and Offer Form with the complete name and address of Bidder's firm and the name, mailing address, telephone number, and fax number of the person the State should contact regarding the Bidder's proposal. (See Attachment 01)
- 3.1.3** Include a signed Bid Form OF-2, Bidder Statement of Qualifications and Bidder References Form. (See Attachment 02)
- 3.1.4** If the Bidder intends to use subcontractor(s), the Bidder shall submit, with its bid, a list of all subcontractors who will perform work under the contract. (See Attachment 03, if applicable)

**In addition, the Bidder shall attach a signed statement from each subcontractor, by an authorized representative, confirming its willingness to perform the identified work.**

Failure to provide the required subcontractor information may result in the bid being deemed non-responsive.

The Contractor shall remain fully responsible for the performance of all subcontractors. Substitution or addition of subcontractors after contract award shall require prior written approval of HTA.

Any requests for approval to add or substitute a subcontractor after award shall include:

- (1) A description of the goods or services to be subcontracted;
- (2) The qualifications of the proposed subcontractor; and
- (3) The reason(s) for the subcontractor selection.

3.1.5 Include on the Bidder's business letterhead, a signed copy of the corporate resolution or written authorization of the Bidder's representative to sign this proposal and contract, if awarded. (See Attachment 04)

3.1.6 Include a list of all confidential information referenced in the Bidder's proposal, including page numbers and sections. 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, bidder shall state so. (See Attachment 05 for details)

Any person, including any actual or prospective Bidder shall act in good faith to practice purchasing ethics, and when applicable, display business integrity as a responsible Bidder pursuant to HAR §3-131-1.02.

3.1.7 Include a copy of a current Certificate of Vendor Compliance from Hawai'i Compliance Express or proof that one has been applied for from Hawai'i Compliance Express. (See Section 4.2)

### 3.2 RECEIPT AND REGISTER OF BIDS

3.2.1 Bids will be received and receipt verified by two or more procurement officials on the date and time specified in Section 1.4, or as amended.

3.2.2 The Procurement Officer or the Procurement Officer's designated representative shall examine the bids to determine the validity of any requests for non-disclosure of trade secrets and other proprietary data identified in writing. (See Attachment 05)

3.2.3 The register of bids and the bids of all Bidder(s) shall be open to public inspection upon posting of award pursuant to section 103D-302, HRS. **The bid opening is scheduled for Thursday, May 21, 2026 at 3:00 PM HST via Zoom unless otherwise modified through an addendum.**

### 3.3 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

3.3.1 The Bidder may modify or withdraw its bid at any time prior to the bid closing date and time.

3.3.2 Any modification or withdrawal of a bid shall be submitted in writing and received by the Procurement Manager prior to the bid closing date and time. Modifications shall not reveal the total bid price but shall provide clear direction as to the change intended.

3.3.3 No bid may be modified or withdrawn after the bid closing date and time, except as permitted by applicable law

### **3.4 MISTAKES IN BIDS**

- 3.4.1 General.** Mistakes in bids shall be governed by sections 3-122-95 and 3-122-96, Hawai'i Administrative Rules ("HAR"). Correction or withdrawal of bids after bid opening but prior to award shall be permitted only as provided herein.
- 3.4.2 Mistakes Discovered Before Award.** If the Procurement Officer knows or has reason to believe that a mistake has been made in a bid, the Procurement Officer shall request that the Bidder confirm the bid. If the Bidder alleges a mistake, the bid may be corrected or withdrawn in accordance with this section and applicable HAR provisions.
- 3.4.3 Correction of Mistakes.** A mistake in a bid shall be corrected to the intended correct bid where the mistake and the intended correct bid are clearly evident on the face of the bid document. In such case, the bid shall not be withdrawn.
- 3.4.4 Withdrawal of Bids.** A Bidder alleging a material mistake of fact that renders the bid nonresponsive may be permitted to withdraw the bid if:
- a. The mistake is clearly evident on the face of the bid, but the intended correct bid is not also evident; or
  - b. The Bidder provides evidence that clearly and convincingly demonstrates that a mistake was made.
- 3.4.5 Minor Informalities.** Minor informalities are matters of form rather than substance, or insignificant mistakes that may be waived or corrected without prejudice to other Bidders. Minor informalities shall have no effect on price, quantity, or quality. The Procurement Officer may waive such informalities or permit a Bidder to correct them when it is determined to be in the best interest of the State. Examples include, but are not limited to:
- a. Failure to properly sign the bid, provided that other documentation submitted with the bid clearly indicates the Bidder's intent to be bound; or
  - b. Failure to acknowledge receipt of an IFB amendment, provided that the bid demonstrates the Bidder received the amendment and intended to be bound by its terms, and the amendment has no effect on price, quantity, or quality.
- 3.4.6 Mistakes Discovered After Award.** Mistakes in bids discovered after award shall not be corrected. Any relief available after award shall be governed by applicable State law and contract terms.

### **3.5 REQUIRED REVIEW**

- 3.5.1** Prior to submitting a bid, each Bidder shall carefully examine this Invitation for Bids ("IFB"), including all attachments, addenda, and other related documents, to ensure full understanding of the requirements. Each Bidder is responsible for becoming familiar with applicable federal, State, and county laws, statutes, ordinances, rules, and regulations that may affect cost, progress, or performance of the work required under the contract.

**3.5.2** If a Bidder discovers any ambiguity, discrepancy, omission, or other defect in this IFB, or has any questions regarding the IFB requirements, the Bidder shall notify the Procurement Officer in writing no later than the deadline for written questions as specified in the IFB Schedule and Significant Dates, as may be amended. This process allows the State to issue necessary clarifications or addenda and ensures that bids are based on a complete and accurate solicitation. Bidders shall not rely on any interpretation, clarification, or change not issued by formal addendum.

### **3.6 BID PREPARATION COSTS**

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

### **3.7 TAX LIABILITY**

**3.7.1** Work to be performed under this solicitation is a business activity subject to taxation under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. The bidder is advised that it is responsible for all applicable Hawai'i General Excise Tax (GET) obligations. If a bidder claims exemption from the GET under applicable provisions of HRS Chapter 237 or other applicable law, the bidder shall identify the statutory basis for such exemption in its bid.

**3.8** Bidders shall provide a current Federal Employer Identification Number (FEIN) and Hawai'i General Excise Tax License Identification Number, as applicable, in the space provided on Offer Form(OF-1). This information is required for evaluation and contract administration purposes.

### **3.9 PROPERTY OF STATE**

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

### **3.10 CONFIDENTIAL INFORMATION**

**3.10.1** If a Bidder believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, the Bidder shall provide a list of all confidential information referenced in the Bidder's proposal, including page numbers and sections, in a separate attachment. Material designated as confidential shall be readily separable from the bid documents to facilitate eventual public inspection of the non-confidential portion of the bid documents pursuant to HAR 3-122-46. If not applicable, the Bidder shall state so. See Attachment 05 for details.

*Note: Price is not considered confidential and shall not be withheld.*

**3.10.2** Pursuant to Section 3-122-58 HAR, the head of the purchasing agency (HOPA) or designee shall consult with the Attorney General and make a written determination in accordance with Chapter 92F, HRS. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the Bidder appeals the denial to the Office of Information Practices in accordance with Section 92F-42, HRS.

### **3.11 EXCEPTIONS**

- 3.11.1** A bidder shall clearly take any exception to the terms, conditions, specifications, or other requirements listed in the IFB. All exceptions shall be listed in this section of the Bid, and shall reference the specific IFB section number, provide a detailed description of the exception, and include any proposed alternative, if applicable. The State reserves the right to determine whether any exception renders the Bid non-responsive.
- 3.11.2** No exceptions shall be permitted to requirements mandated by statute, rule, or the State of Hawaii AG-008 General Conditions, as applicable. Any exception to mandatory requirements may render the Bid non-responsive.

## **SECTION FOUR: CONTRACTOR SELECTION AND CONTRACT AWARD**

### **4.1 BIDDER QUALIFICATION AND AUTHORITY TO SUBMIT A BID**

In addition to meeting the legal and other requirements of this solicitation, Bidders must meet these Bidder qualification requirements at the time of bidding.

- (1) Bidders shall possess all applicable licenses and certifications required to perform the Work. Bidders shall submit a completed Bid Form OF-2 (Attachment 02), which includes a Statement of Qualifications confirming licensure, relevant experience, and ability to perform the scope of work. The form shall be submitted with the bid via HiePRO. Failure to submit required documentation may render the bid nonresponsive.
- (2) This solicitation is issued under the provisions of Chapter 103D, HRS, and Subchapter 3-122, HAR. All Bidders are charged with knowledge of all requirements of the cited authorities. Submission of a bid shall acknowledge such requirements.

The State will not determine or represent a Bidder's authority to sell or provide any product or service. Bidders are responsible for ensuring they are authorized to provide the goods or services offered prior to submission of a bid. Award will be made to the lowest responsive and responsible Bidder whose bid meets all specifications.

### **4.2 CERTIFICATION OF INDEPENDENT COST DETERMINATION**

By submission of a Bid in response to this IFB, the Bidder certifies that:

- (1) The prices or costs in this bid solicitation have been independently developed without consultation, communication, or agreement with any other Bidder, or competitor for the purpose of restricting competition;
- (2) the price or costs in this bid have not been knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor prior to the bid opening.
- (3) No attempt has been made, nor will any attempt be made, by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

### **4.3 DISQUALIFICATION OF BIDS**

The State will consider for award only those bids that are responsive to the requirements of this IFB and submitted in accordance with all instructions, specifications, and conditions contained herein.

Any bid that materially deviates from the requirements of this IFB, including required terms conditions, specifications, or submission instructions, may be deemed nonresponsive and rejected.

Each bid shall be submitted in the format prescribed in this IFB,, and required sections shall be completed in full. Failure to properly complete or submit all required portions of the Bid may result in rejection of the Bid as nonresponsive.

### **4.4 EVALUATION AND AWARD OF CONTRACT**

Following bid opening, the Bidder offering the lowest bid price shall be considered the

apparent low bidder. Award is not automatic and is subject to evaluation and determination by the Procurement Officer. Bids shall be evaluated to determine responsiveness to all material requirements of the IFB. The Procurement Officer shall examine each bid for compliance with the specifications, terms, and conditions of the IFB.

Award, if any, shall be made to the lowest responsive and responsible Bidder whose bid conforms in all material respects to the requirements of this IFB.

Responsibility shall be determined in accordance with applicable law and shall include consideration of the Bidder's capability, integrity, and reliability to perform the contract requirements.

After application of any applicable preferences identified in this IFB, the lowest bid price shall be determined for purposes of award.

### **Single Bid**

In accordance with HAR §3-122-35, if only one responsive bid is received, award may be made to the single Bidder provided that:

- the Bidder is determined to be responsible;
- the Procurement Officer determines the price to be fair and reasonable; and
- either other prospective Bidders had a reasonable opportunity to respond or there is not adequate time for re-solicitation.

If these conditions are not met, the State may reject the bid or cancel the solicitation.

### **Tie Bids**

In the event of a tie bid, award shall be made in accordance with the method specified in this IFB and applicable procurement rules. If no method is specified, the tie may be resolved by a method determined by the Procurement Officer that is consistent with applicable law, including but not limited to the drawing of lots.

If bids are received that are identical in price and meet all of the requirements established in the solicitation, award may be made in any permissible manner that will resolve the tie bid as specified in the IFB. Examples include, but are not limited to:

- Award to a Hawai'i-based business
- Award to the bidder who received the previous award
- Drawing lots (if no other method is found to be effective)

Award shall be made contingent on the availability of funds. The State reserves the right to cancel this solicitation and/or reject any and all bids, in whole or in part, when it is determined to be in the best interest of the State.

## **4.5 RESPONSIBILITY OF BIDDERS**

Bidder is advised that in order to be awarded a contract under this solicitation, Bidder 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; and
6. §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

The State will verify compliance on Hawai'i Compliance Express (HCE).

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

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

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

#### **4.6 PUBLIC EXAMINATION OF BIDS**

Except for confidential portions, the bids shall be made available for public inspection upon posting of award and execution of a contract pursuant to HRS §§ 103D-105 and 302.

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.

#### **4.4 APPROVALS**

Any contract resulting from this solicitation shall be subject to the approval of the Department of the Attorney General, State of Hawai'i. The contract shall also be subject to all approvals required by applicable federal and State laws, rules, and regulations as a condition of execution.

#### **4.5 CONTRACT EXECUTION**

The successful Bidder shall upon award, enter into a formal written contract with the State. No work shall be undertaken by the Contractor prior to execution of the contract and receipt of a written Notice to Proceed (NTP) from the State. The State shall not be liable for any work performed, costs incurred, or services rendered by the Contractor prior to the execution of the contract and issuance of the NTP.

Any extension of the contract term shall be limited to a reasonable period necessary to complete work in progress and shall not increase the total contract price or expand the scope of services, unless otherwise permitted by law and agreed to in writing by both parties.

Failure of the successful Bidder to execute the contract within the time specified by the State may result in cancellation of the award and award to the next lowest responsive and responsible Bidder, or other action as permitted by law.

## **4.6 INSURANCE**

**4.6.1** Prior to the contract start date, the CONTRACTOR shall procure and maintain at its sole expense 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 insurance coverage(s) and limit(s) in order to be awarded a contract. The type of insurance coverage is listed as follows:

a. Commercial General Liability Insurance.

Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the CONTRACTOR, its employees, and subcontractors during the term of the Contract. This insurance shall include the following coverage and limits specified or required by any applicable law: bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence; personal and advertising injury of \$1,000,000 per occurrence; broadcasters' liability insurance of \$1,000,000 per occurrence; and with an aggregated limit of \$2,000,000. The commercial general liability policy shall be written on an occurrence basis, and the policy shall provide legal defense costs and expenses in addition to the limits of liability stated above. The CONTRACTOR shall be responsible for payment of any deductible applicable to this policy.

b. Automobile Liability Insurance.

If Automobiles are to be used in this project, Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000 for bodily injury for each person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage for each accident.

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

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

**4.6.3** The CONTRACTOR will immediately provide written notice to HTA should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

**4.6.4** The certificates of insurance shall contain the following clauses:

- a. "The State of Hawai'i, its departments, attached agencies, officers, employees, and agents are added as an additional insured with respect to operations performed for the State of Hawai'i."
- b. "It is agreed that any insurance maintained by the State of Hawai'i will apply in excess of, and not contribute with, insurance provided by this policy."

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

#### **4.7 PAYMENT**

Payment shall be made to the Contractor upon satisfactory completion and acceptance of services and submission of a proper invoice, in accordance with the terms of the contract. If the contract provides for progress or incremental payments, such payments shall be made based on completion and acceptance of defined deliverables or milestones established in the contract. All deliverables and reporting requirements shall conform to the specifications set forth in this IFB and resulting contract.

Pursuant to HRS §103-10, the State shall make payment within thirty (30) calendar days after receipt of a proper invoice or satisfactory completion of services, whichever is later. Any bid containing conditions requiring payment within a shorter period or requiring interest payments in excess of that permitted by HRS §103-10 may be deemed nonresponsive and rejected.

The State shall not recognize any payment terms or conditions proposed by the Contractor that are inconsistent with the requirements of this IFB or applicable law.

#### **4.8 CONTRACT INVALIDATION**

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

#### **4.9 CONFLICTS OF INTEREST**

The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, 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 the CONTRACTOR's performance of the contract.

#### **4.10 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS**

It has been determined that funds for this contract have been appropriated by a legislative body. Therefore, Bidder, if awarded a contract in response to this solicitation, agrees to comply with

HRS section 11-355, which provides 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.

#### **4.11 WAIVER**

The failure of the State to insist upon strict compliance with any term, provision, or condition of the contract shall not constitute or be deemed to constitute a waiver or relinquishment of the State's right to enforce the same in accordance with the contract.

#### **4.12 NON-DISCRIMINATION**

The CONTRACTOR shall comply with all applicable federal and state laws prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, sex, age, sexual orientation, marital status, handicap, or arrest and court records in employment and any condition of employment with the CONTRACTOR or in participation in benefits of any program or activity funded in whole or in part by the State.

#### **4.13 SUBCONTRACTING**

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

## SECTION FIVE: SPECIAL PROVISIONS

### 5.1 CERTIFICATION OF BIDDER CONCERNING WAGES, HOURS AND WORKING CONDITIONS OF EMPLOYEES SUPPLYING SERVICES

All Bidders for service contracts shall comply with section 103-55, Hawai'i Revised Statutes, which provides as follows:

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

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

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

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

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

This section shall apply to all contracts to perform services in excess of \$25,000, including contracts to supply ambulance service and janitorial service.

This section shall not apply to:

- (1) Managerial, supervisory, or clerical personnel.
- (2) Contracts for supplies, materials, or printing.
- (3) Contracts for utility services.
- (4) Contracts to perform personal services under paragraphs (2), (3), (12), and (15) of section 76-16, paragraphs (7), (8), and (9) of section 46-33, and paragraphs (7), (8), and (12) of section 76-77, Hawai'i Revised Statutes, (HRS).
- (5) Contracts for professional services.
- (6) Contracts to operate refreshment concessions in public parks, or to provide food services to educational institutions.
- (7) Contracts with nonprofit institutions.

## **SECTION SIX: ATTACHMENTS AND EXHIBITS**

- Attachment 01: BID FORM OF-1
- Attachment 02: BID FORM OF-2
- Attachment 03: Subcontractor References (if applicable)
- Attachment 04: Corporate Resolution
- Attachment 05: Confidential Information List (if applicable)
  
- Exhibit A: HTA Travel & Entertainment Policy
- Exhibit B: Overview of the IFB Process
- Exhibit C: General Provisions and Conditions
- Exhibit D: General Conditions for Chapter 103D

## EXHIBIT A. HTA TRAVEL & ENTERTAINMENT POLICY

As a State agency, the HTA is required to follow an ethics code that informs our travel policy and ensures compliance with the Hawai'i Administrative Rules §3-123-9, which pertains to entertainment. HTA reserves the right to review the contractor's travel policy. If any elements of the contractor's travel policy differ from the HTA travel policy, the HTA will require the contractor to take measures to ensure that all travel associated with HTA work complies with State ethics laws. The contractor shall select the most economical airfare and accommodations (unless otherwise justified), based on the itinerary that fits the business requirements.

### **A. Travel Policy:**

1. All airfares and accommodations require two (2) quotes for authorized/official business, from two different sources.
2. Contractor shall never ask for upgrades or complimentary airfares and/or rooms except for organized destination Familiarization Tours (FAM) and site inspections. Contractor shall use a negotiated FAM rate for hotel and air.
3. State funds shall not be used to purchase alcoholic beverages.

### **B. Entertainment: HAR §3-123-9, provides the following guidelines:**

1. Entertainment costs are unallowable and include amusements, social activities, and incidental costs such as meals, beverages, lodging and transportation, and gratuities.
2. Nothing herein shall make unallowable a legitimate expense for job-related employee health, welfare, food service, or lodging costs, except that, where a net profit is generated by such services, it shall be treated as a credit as provided in section §3-123-21. Costs incurred for meetings or conferences, including, but not limited to, costs of food, rental facilities, and transportation, are not allowable except where the primary purpose is the dissemination of technical information or the establishment of specific project policies as a partnering conference.

## **EXHIBIT B. OVERVIEW OF THE IFB PROCESS**

- A. The IFB is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS §103D-302.
- B. The procurement process begins with the issuance of the IFB and the formal response to any written questions or inquiries regarding the IFB. Changes to the IFB will be made only by Addendum.
- C. The register of bids and Bidders' bids shall be open to public inspection after posting of the award and upon contract execution. All bids and other material submitted by Bidders become the property of the State and may be returned only at the State's option.
- D. The Procurement Officer will award the contract to the Bidder that is the responsive, responsible bidder submitting the lowest bid price.
- E. The contents of any bid shall not be disclosed during the review or evaluation. Once the award notice is posted and the contract is executed, all bids, successful and unsuccessful, become available for public inspection. Those sections that the Bidder and the State agree are confidential and/or proprietary shall be identified by the Bidders and shall be excluded from access.
- F. The IFB, any addenda issued, and the successful Bidder's bid shall become a part of the contract. All bids shall become the property of the State of Hawai'i.

## EXHIBIT C. GENERAL PROVISIONS AND CONDITIONS

- A. **Clarification of the IFB.** A Bidder shall carefully review this IFB for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter shall be promptly submitted to the HTA prior to the deadline for submitting questions. This shall allow issuance of any necessary amendments to the IFB. The Bidder hereby acknowledges, agrees, and waives any claim arising from any knowledge of any defect in this IFB acquired prior to the deadline for submitting questions and failing to inform the HTA prior to said deadline. The Bidder further acknowledges and agrees that the HTA reserves the right to waive any technical irregularity not affecting an unbiased and objective evaluation of all proposals; that such waiver will be in the best interest of the State; and that the Bidder hereby waives any claim against the HTA arising from such technical irregularity.

All questions must be submitted via HlePRO by the due date specified in Section 1.4, IFB Schedule, and Significant Dates, as may be amended.

- B. **Bid Preparation Expenses.** The HTA is not responsible for any expenses that an Bidder may incur in preparing and submitting a bid.
- C. **Certification of Bid.** By submitting a bid, the Bidder certifies that the bid submitted to the HTA is in accordance with any required authorization by the governing body of the Bidder's organization. The Bidder further certifies that the information and responses contained in the bid are true, accurate, and complete, and that the HTA may justifiably rely upon said information for purposes of evaluation and contracting with the Bidder. If it is later discovered that any information provided in the Bidder's proposal is false, it will result in the Bidder's elimination from consideration.
- D. **Ownership of Bid.** By submitting a bid, the Bidder acknowledges and agrees that HTA's consideration, discussion, or disclosure of non-proprietary material for evaluation purposes by the HTA shall not result in any liability on the part of the HTA, including its officers, employees, and/or agents, to the Bidder or any third party or person. All responses prepared by an Bidder under this IFB will be for the exclusive and deliberative use by the HTA. Any submission received will become the property of DBEDT and will not be returned to the Bidder.
- E. **Availability of Funds.** This IFB, and any subsequent contract executed pursuant to this IFB, are subject to the availability of public funds and approval from required entities to enter into such contracts. The Bidder acknowledges and agrees that the HTA reserves the right to terminate this IFB and any subsequent contract upon prior notice that the HTA lacks public funding affecting its ability to implement the funding priorities established by the STATE, and that the CONTRACTOR waives any claim for consequential and liquidated damages, if any, arising from said termination, except as may be provided in the General Conditions.
- F. **Bid Withdrawal.** An Bidder may withdraw their bid by submitting a written request to HTA any time prior to the bid due date and time.

- G. **Revisions to the IFB.** The HTA reserves the right to accept or reject any or all bids and to waive any defects in said IFB if deemed to be in the best interest of the State and program. The HTA further reserves the right to shorten or extend posted schedule dates when doing so is in the best interest of the State.
- H. **Initial Bid Screening.** An initial screening by representatives of the HTA will take place immediately after the bids are opened to determine whether the bid is responsive to the IFB. The initial screening process involves reviewing all submitted bids for completeness, conformity, and clarity and to see if all significant requirements of the IFB have been addressed. Bids not meeting these minimum requirements may be rejected and dropped from further consideration.
- I. **Waiver of Claims.** By submitting a bid, the Bidder hereby acknowledges and agrees to the specifications and conditions stated herein, and hereby waives any claim against the HTA arising from said specifications and conditions.
- J. **Bid Rights.** The HTA further reserves the right to use any ideas presented in any bid or as a result of any negotiation, unless marked "PROPRIETARY," whether from a successful or rejected proposal.
- K. **Selection Rights.** The HTA shall be the sole judge in the selection of the bids on which shall best accomplish the goal of the HTA and in accordance with the availability of funds.
- L. **Authority to Resolve Protested Solicitations and Awards.**
1. Authority to Resolve Protests. The Head of Purchasing Agency (HOPA) or designee shall have the authority to settle and resolve any protest from any Bidder or CONTRACTOR concerning the solicitation or award of a contract prior to the commencement of an administrative proceeding concerning the protest.
  2. Decision. If the protest is not resolved by mutual agreement, the Head of Purchasing Agency (HOPA) or designee shall issue a written decision stating the reasons for the action taken.
  3. Notice of Decision. A copy of the written decision of the Head of Purchasing Agency (HOPA) or designee shall be immediately provided to the protesting Bidder or CONTRACTOR.
  4. Finality of Decision. Any decision made by the Head of Purchasing Agency (HOPA) or designee shall be final and conclusive.
  5. Stay of Procurements During Protests. In the event of a timely protest, the HTA shall not proceed further with the solicitation or with the award of the contract unless the Chief Procurement Officer makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the State.

## **EXHIBIT D. GENERAL CONDITIONS FOR CHAPTER 103D**

### **HAWAI'I REVISED STATUTES (HRS) CHAPTER 103D**

(Updated July 2017)

Attached are the General Conditions, dated July 2017, which are made a 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/Bidders 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.