RELEASE DATE: July 10, 2026

The State of Hawaiʻi
Department of Business, Economic Development, and Tourism
Hawaiʻi Tourism Authority

REQUEST FOR PROPOSALS
RFP NO. 27-06
(NOTICE TO OFFERORS)

HAWAIʻI TOURISM CONSULTING SERVICES FOR THE CRUISE INDUSTRY

OFFERS ARE DUE AT 2:00 P.M. HAWAIʻI STANDARD TIME (HST) ON

AUGUST 11, 2026

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

ELECTRONIC SUBMISSION TO THE STATE OF HAWAIʻI 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.

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For screen reader users, the Hawaiʻi 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 Hawaiʻi Tourism Authority (HTA) is the state agency responsible for representing The Hawaiian Islands around the world and holistically managing tourism in Hawaiʻi sustainably, 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, Hawaiʻi Revised Statutes (HRS). The HTA is administratively attached to the Department of Business, Economic Development and Tourism (DBEDT).

The HTA works with the community and industry to ensure that we live up to Mālama Kuʻu Home – caring for our beloved home – by guiding Hawaiʻi'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 Team (GMT). HTA currently engages GMT in the U.S., Canada, Oceania (Australia & Aotearoa-New Zealand), Europe, Japan, Korea, China, and Taiwan 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 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.

HTA Strategic Plan

The 2026-2030 HTA Strategic Plan frames our work with three strategic pillars: Brand Marketing, Experience Development, and Tourism Leadership. Each of the three pillars represents a core component of Destination Management as defined in HRS 201B. Together, they promote holistic Destination Stewardship and regenerative tourism, supporting HTA's goal of strengthening Hawaiʻi's tourism economy in ways that align with the priorities and well-being of residents, businesses, and visitors. The HTA Strategic Plan has four Key Performance Indicators (KPIs) that the agency is responsible for advancing:

- **Resident Sentiment:** Improved resident sentiment toward tourism as measured in the Resident Sentiment Survey.
- **Visitor Satisfaction:** Improved prospective/returning visitor satisfaction with visiting Hawaiʻi 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 Hawaiʻi attributed to visitors. Includes direct spending by visitors while in Hawaiʻi as well as any prepaid package purchased before arrival

The Hawaiian Islands Brand & Hawaiʻi Stays with You Campaign

The Hawaiian Islands brand is rooted in culture and connection. While the allure of the Hawaiian Islands has attracted visitors for more than a century, the true power of Hawaiʻi is in the people of Hawaiʻi. For Native Hawaiians and Kamaʻāina (residents), this special place isn't just a vacation destination, it's our home. As the voice of The Hawaiian Islands, we share the stories of the people and places of Hawaiʻi with genuine aloha and respect for our indigenous and local culture. By seeing Hawaiʻi through our eyes, welcomed guests can experience the true beauty of our islands. For the complete Hawaiian Islands Brand Guidelines, please visit: https://www.hawaiitourismauthority.org/media/15369/2026-thi-brand-guidelines-external-final.pdf

All HTA brand marketing efforts are aligned to reinforce The Hawaiian Islands brand including the current campaign, "*Hawaiʻi Stays With You*." This campaign invites travelers to experience Hawaiʻi to listen deeper, connect, and return home changed. It emphasizes that life in Hawaiʻi moves with intention - blending tradition and innovation - and encourages visitors to participate in that rhythm with humility and respect. For a comprehensive overview of the campaign, please refer to Exhibit A – Appendix 1.

1.2 TERMS AND ACRONYMS

Authority	The Hawaiʻi Tourism Authority. Also referred to as "HTA".
AG	Attorney General
BAFO	Best and Final Offer
Board	Board of Directors of the Hawaiʻi 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, Hawaiʻi 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	Hawaiʻi Department of Accounting and General Services
DBEDT	Hawaiʻi Department of Business, Economic Development and Tourism
DCCA	Hawaiʻi Department of Commerce and Consumer Affairs
DLIR	Hawaiʻi Department of Labor & Industrial Relations
DMAP	Destination Management Action Plan
DOTAX	Hawaiʻi Department of Taxation
GC	General Conditions. Rules enacted by the Hawaiʻi 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
HAR	Hawaiʻi Administrative Rules. State rules outlining procedures for applying statutes.

HCC	Hawaiʻi Convention Center
HCE	Hawaiʻi Compliance Express
HIePRO	Hawaiʻi State eProcurement System
High-Value Traveler	This term is used to describe traveler segments targeted by our marketing or sales tactics. Typically, these are travelers who are likely to spend more per trip. These may include international, MCI, luxury, wedding, sports/events travelers, and other categories. By targeting these travelers, we can generate greater economic impact (*value*) without large increases in visitor numbers (*volume*). A high value also can be placed on visitors who show desirable behaviors, such as mindfulness or a willingness to visit multiple islands. (Many Hawaiʻi visitors may not fit these definitions because not all who visit are targeted by our marketing.)
HOPA	Head of the Purchasing Agency. The Director of the Department of Business, Economic Development and Tourism is the HOPA for HTA.
HRS	Hawaiʻi Revised Statutes
HST	Hawaiʻi Standard Time
HTA	Hawaiʻi Tourism Authority
IRS	Internal Revenue Service
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 Hawaiʻi.
MCI	Meetings, Conventions & Incentives
Maʻemaʻe 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. The geographic area to be covered under this RFP and contract. Also referred to as simply "the market".
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	Hawaiʻi Office of Information Practices
PPPD$	Per Person Per Day Spending. The average dollars (USD) spent per day per person in Hawaiʻi by visitors.
Procurement Manager	The procurement and contracting manager for the HTA
Regenerative Tourism	**§201B-1: "<u>Regenerative Tourism</u>"** means a tourism model that: (1) Is designed and carefully managed to bring net benefits to local

	communities and destinations; and (2) Implements an innovative and sustainable economic development plan to: (A) Make net positive contributions; (B) Create conditions that allow communities to flourish; (C) Engage in collaborative efforts that provide visitors with genuine and meaningful experiences in Hawai'i; and (D) Improve destinations for current and future generations for the well-being of the environment, residents, indigenous communities, and visitors.
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 from the market.
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. This transaction fee is payable to Tyler Technologies (formerly known as NIC Hawai'i) and shall be based on the original award amount. 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 not to 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 if a prospective Offeror does not receive solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor HIePRO to obtain any RFP addenda or other information relating to the RFP.

1.3.6 Tyler Hawaiʻi is the vendor contracted by the State of Hawaiʻi to provide the HIePRO application only and cannot respond to any questions regarding procurement or a particular solicitation. Payment must be made to Tyler Hawaiʻi within thirty (30) days of 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 Hawaiʻi 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	July 10, 2026
Deadline to Submit Written Questions (must be submitted in HIePRO)	July 17, 2026 by 2:00 PM HST
State's Response to Written Questions (will be posted in HIePRO)	July 22, 2026
Deadline to Submit Notice of Intent to Offer	July 24, 2026
Proposal Due Date/Time, Evaluation Period Begins	**August 11, 2026 @ 2:00 PM HST**
Priority Listed Offeror Selection & Notification	Week of August 17, 2026
Oral Presentation with Priority Listed Offerors (if necessary)	Week of August 17, 2026
Best and Final Offer Deadline (if necessary)	Week of August 17, 2026
Notice of Award (estimate)	August 24, 2026
Start of Contract Performance (estimate)	September 1, 2026

1.5 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 27-06 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.

• Name of Company • Name of Contact Person • Email Address	• Company Address • Telephone Number • Solicitation (RFP) Number

1.6 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

All questions must be submitted through HIePRO. Questions must be submitted by the deadline shown in Section 1.4, RFP Schedule and Significant Dates. Each question shall identify the page, section number, paragraph, and line or sentence of such provision(s) of the RFP to which the question applies. 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.

1.7 PROTEST OF RFP CONTENT

Any protest concerning the solicitation or solicitation content shall be submitted in writing before the proposal due date in accordance with HRS §103D-701 and HAR Chapter 3-126. Offerors are encouraged to submit questions, requests for clarification, or concerns as early as possible and no later than the deadline for written questions identified in the RFP.

1.8 CANCELLATION

The RFP may be canceled, and any or all proposals rejected in whole or in part, when determined to be in the best interest of the State, pursuant to HRS 103D-308 and HAR §3-122-96 through §3-122-97. The State shall not be liable for any costs incurred by Offerors in the preparation or submission of proposals.

1.9 WEBSITE REFERENCE

Item	Website
Hawaiʻi Electronic Procurement System	https://hiepro.ehawaii.gov/welcome.html
HTA Website	https://www.hawaiitourismauthority.org/
The Hawaiian Islands Brand Guidelines	https://www.hawaiitourismauthority.org/media/15369/2026-thi-brand-guidelines-external-final.pdf
HTA Brand Assets/Knowledge Bank (photos, videos, b-rolls)	https://hawaii.barberstock.com/
HTA Research	https://www.hawaiitourismauthority.org/research/
Consumer Website	www.gohawaii.com
Travel Trade Website	https://agents.gohawaii.com/
Media Website	http://media.gohawaii.com/statewide/
MCI Website	https://www.meethawaii.com/
YouTube – GoHawaiʻi Channel	https://www.youtube.com/gohawaii
Hawaiʻi Compliance Express	https://vendors.ehawaii.gov/
eHawaii.gov YouTube Channel	https://www.youtube.com/user/eHawaiigov1/videos
Hawaiʻi 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

The Hawaiʻi Tourism Authority is not responsible for broken links.

SECTION TWO: BACKGROUND AND SCOPE OF WORK

2.1 MARKET OVERVIEW AND BACKGROUND

According to preliminary 2025 data, the industry generated more than $21.75 billion in total visitor spending, up from $20.58 billion (+5.7%) in 2024. Total visitor arrivals reached 9,642,991, down slightly from 9,701,499 visitors (-0.6%) in 2024.

Hawai‘i Cruise Statistics

From visitors who came via out-of-state cruise ships	2019	2020*	2021	2022	2023	2024	YTD Dec. 2025P	YTD Dec. 2024	% Change
Visitor Expenditures ($ Millions)	58.4	11.5	NA	45.5	71.5	89.3	72.4	89.3	-19.0
Visitor Days	668,524	142,979	NA	503,605	751,888	792,836	696,612	792,836	-12.1
Arrivals	143,508	30,185	NA	95,309	157,612	168,123	149,778	168,123	-10.9
Average Daily Census	1,832	1,571	NA	1,380	2,060	2,166	1,909	2,166	-11.9
Per Person Per Day Spending* ($)	87.3	80.6	NA	90.4	95.1	112.6	103.9	112.6	-7.8
Per Person Per Trip Spending* ($)	406.7	382.0	NA	477.7	453.5	531.2	483.1	531.2	-9.1
Length of Stay (days)	4.66	4.74	NA	5.28	4.77	4.72	4.65	4.72	-1.4
# of trips Out-of-State cruise ships	68	18	NA	52	74	87	79	87	-9.2

2020= Data are from January – March 2020. Due to COVID-19 and the "No Sail" order enforced by the CDC, there were no cruise ships in Hawaii from April - December 2020.*
2021 = There were no cruise ships in Hawai‘i in 2021 due to the “conditional sail” order enforced by the CDC.
2025P visitor data are preliminary. 2019 – 2024 visitor data are the final numbers and reflect updated data from ship agents and from Portcall.com.

From visitors who came by air to board the Hawai‘i home-ported ship*	2019	2020*	2021	2022	2023	2024P	YTD Dec. 2025P	YTD Dec. 2024	% Change
Visitor Days	1,300,196	240,153	NA	551,561	1,298,086	1,280,364	1,157,458	1,280,364	-9.6
Arrivals	121,981	22,913	NA	52,626	126,331	123,676	110,417	123,676	-10.7
Average Daily Census	3,562	2,639	NA	1,511	3,556	3,498	3,171	3,498	-9.4
Length of Stay (days)	10.66	10.48	NA	10.48	10.28	10.35	10.48	10.35	1.3
Number of inter-island trips	52	10	NA	39	52	52	47	52	-9.6

**Spending data from visitors on the Hawai‘i home-ported ship Pride of America are combined with total spending by visitors who came by air service, published monthly on the HTA and DBEDT websites.*

The HTA will track actual data 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 services.

2.2 SCOPE OF WORK

The HTA seeks an experienced cruise industry consultant to provide strategic guidance on Hawai‘i’s cruise market, serve as a key liaison among international, national, and local cruise stakeholders, and support efforts to enhance visitor experiences, address industry and legislative issues, identify opportunities and challenges, improve resident sentiment, and strengthen coordination between cruise lines, local tour operators, and other industry and community partners.

The successful offeror will be responsible for:

a) Keep HTA informed of emerging issues, trends, and opportunities impacting Hawai‘i’s cruise industry and local stakeholders, and provide timely, actionable recommendations.
b) Support and monitor cruise industry operations and vessel port calls throughout the Hawaiian Islands.
c) Serve as the primary liaison among cruise lines, local stakeholders, government agencies, and Cruise Lines International Association (CLIA) representatives, coordinating cruise-related initiatives, partnerships, and industry matters.
d) Maintain strong relationships with cruise lines and industry stakeholders and conduct regular stakeholder meetings.
e) Promote regenerative tourism and Hawaiian culture among cruise lines and travelers.

f) Participate in HTA-approved cruise industry events and trade shows and attend the annual HTA Spring Tourism Update and Hawaiʻi Tourism Conference.
g) Review cruise line marketing campaigns and identify partnership opportunities that align with HTA priorities, enhance visitor experiences, and support local businesses.
h) Provide media relations, communications, and crisis communication support as requested by HTA to help safeguard Hawaiʻi's destination brand.
i) Organize and host one cruise line familiarization (FAM) trip during the second and third contract periods.
j) Promote the sourcing and purchase of local products and services by cruise lines and industry partners, supporting Hawaiʻi businesses, strengthening local supply chains, and increasing the economic benefits of cruise tourism for resident communities.
k) Recommend and develop innovative partnership opportunities to leverage resources and maximize impact.
l) Submit monthly progress reports by the 10th day of the following month. All expenses and supporting documentation shall be made available upon HTA's request and are subject to audit.

2.3 KEY PERFORMANCE INDICATORS (KPI) & ACTIVITY MEASURES

By establishing clear Key Performance Indicators, HTA can ensure that the contractor's activities are aligned with and directly support the organization's strategic goals and objectives. Offerors shall propose performance targets for each of the KPIs identified below. Offerors are also encouraged to identify additional relevant KPIs, along with corresponding performance targets, that further demonstrate the effectiveness, impact, and value of their proposed approach.

a) Number of engagements with cruise line representatives, including formal and informal touchpoints throughout the year.
b) Number of engagements with local stakeholders, including Island Visitor Bureaus (IVBs), government agencies, industry partners, and community organizations.
c) Number of official meetings facilitated or attended with cruise line executives and decision-makers.
d) Number of industry events, conferences, and trade gatherings attended, representing Hawaiʻi and HTA.
e) Number of partnerships established or supported between local businesses, organizations, and cruise lines that contribute to shared economic and community benefits.

2.4 COMPENSATION

This shall be a Fixed-Price contract, inclusive of all taxes and expenses, for an amount not to exceed **TWO HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS ($260,000.00 USD)**, for the entire contract term and shall be funded with Hawaiʻi State General Funds, subject to the availability of funds.

Offerors shall submit a total proposed price that does not exceed the maximum compensation stated herein. The total proposed price submitted in the Offeror's cost proposal shall exactly match the amount entered in HIePRO. Failure to comply may result in the proposal being deemed non-responsive.

Each contract period is subject to the availability and appropriation of funds for the applicable fiscal period.

- Initial Contract Period (September 2026 to August 2027): The total amount shall not exceed **SIXTY THOUSAND AND NO/100 DOLLARS ($60,000.00 USD)**, tax inclusive**.**

- Second Contract Period (September 2027 to August 2028): The total amount shall not exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00 USD)**, tax inclusive**.**

- Third Contract Period (September 2028 to August 2029): The total amount shall not exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00 USD)**, tax inclusive**.**

The fixed price shall be inclusive of all aspects of the contract, including labor, materials, equipment, travel, program expenses, administrative costs, overhead, taxes, and all other costs necessary to perform the scope of services required under the resulting contract.

Compensation adjustments, if any, shall be made only as expressly provided in Sections 2.2 and 2.3 of this RFP. Any adjustment may result in an increase, decrease, or reallocation of compensation, provided that the total compensation under the contract shall not exceed the maximum amount stated herein.

Any funds remaining unexpended at the conclusion of the contract shall revert to the State.

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.

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

2.5 TERM OF CONTRACT

This shall be a multi-term contract pursuant to applicable Hawaiʻi procurement laws and rules. The total contract term shall be thirty-six (36) months, starting September 2026 through August 2029, unless otherwise terminated in accordance with the contract terms. The contract term breakdown is as follows:

1. Initial Contract Period: twelve (12) months, from September 2026 to August 2027.
2. Second Contract Period: twelve (12) months, September 2027 to August 2028.
3. Third Contract Period: twelve (12) months, from September 2028 to August 2029.

The Contractor acknowledges and agrees that the availability of funds for this contract shall be subject to legislative appropriation and allotment of funds by the Governor, through the Director of the Department of Budget & Finance, State of Hawaiʻi, for each fiscal year. If sufficient funds are not appropriated, allotted, or otherwise made available, the State may reduce the scope of services or terminate the Contract without liability for consequential damages. All State funds not expended in accordance with the provisions set forth in the Contract shall be returned to the State.

Any extension or modification of the contract shall be made only through a written contract amendment or change order executed by the State and Contractor. The Contractor shall not be entitled to any additional compensation to complete the services specified in this RFP.

2.6 HTA CONTRACT MONITORING & EVALUATION

Contract monitoring and contractor performance evaluations shall be conducted in accordance with HAR Chapter 3-125, the General Conditions, and the terms of the resulting contract.

HTA may conduct written evaluations of the Contractor’s performance during the contract term. Such evaluations may be considered in determining the Contractor’s responsibility for future procurements and whether to exercise any contract extension or option, if applicable.

The State reserves all rights and remedies available under the contract and applicable law, including but not limited to issuance of a stop work order, termination for default, and termination for convenience. Refer to the General Conditions for additional details. HTA shall monitor the Contractor's performance throughout the contract term and may conduct monthly performance evaluations to assess compliance with the requirements, deliverables, timelines, and performance standards of the resulting contract. HTA may provide contract administration guidance and conduct evaluation or status meetings, either in person or virtually, as deemed necessary for contract oversight purposes.

2.7 OWNERSHIP RIGHTS

Pursuant to the General Conditions attached hereto and made a part of the RFP, and any resulting contract, all reports, studies, data, photographs, videos, recordings, documents, materials, deliverables, and other work product developed, prepared, assembled, created, or conceived by the Contractor in the performance of the contract shall become the property of the State of Hawai‘i.

The Contractor shall not use, reproduce, distribute, publish, or otherwise exploit such work product for purposes unrelated to the contract without the prior written consent of the State.

The State shall retain all ownership rights in materials produced under the contract, subject to any approved third-party intellectual property rights or pre-existing proprietary materials identified by the Contractor and expressly approved by the State in writing.

2.8 SUCCESSION OF ADDITIONAL CONTRACTORS

In the event the State procures a successor contractor(s) or additional contractor(s) for the same or related services upon expiration, termination, cancellation, or completion of the Contract, in accordance with applicable procurement laws and procedures, the Contractor shall provide reasonable transition assistance to the State and cooperation with any successor contractor(s) as requested by the State.

Transition assistance may include, but not be limited to, transfer of work products, records, reports, data, documentation, and other materials necessary to ensure continuity of services.

The Contractor acknowledges that any extension or renewal of this Contract is at the sole discretion of the State. The Contractor shall have no claim for compensation for costs, investments, or other expenditures incurred in anticipation of any extension or renewal unless expressly authorized through a written contract amendment executed by the State.

Transition assistance shall be considered part of the Contractor's obligations under the Contract and shall be included in the contract price unless otherwise approved in writing.

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 the 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:

2.10.1 Determining what supplies or services are to be acquired by the Government;

2.10.2 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;

2.10.3 Negotiating cost and pricing;

2.10.4 Awarding contracts;

2.10.5 Approving post-award contract changes to include, but not be limited to, ordering changes in contract scope, schedule, and budget;

2.10.6 Responding to evaluations of Contractor performance and accepting or rejecting Contractor products or services; and

2.10.7 Terminating contracts.

2.11 HAWAIʻI TOURISM AUTHORITY RESPONSIBILITIES

2.11.1 Provide direction and guidance as required.

2.11.2 Provide general information in a timely manner.

2.11.3 Pay invoices within 30 days upon verification of satisfactory performance.

2.11.4 Maintain an oversight and advisory role for each task outlined above.

2.12 POINT OF CONTACT

The Procurement Manager or their 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 27-06**. This number must be referenced in all proposals, correspondence, and documentation related 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 can review. 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, although they may be accepted or even requested in Round 2 of the procurement process.
- The format must be U.S. standard 8.5 by 11 inches. This is a U.S. buyer and, therefore must be oriented to U.S. document sizes. Orientation should be primarily portrait, though landscape is welcome for data or visual presentations as appropriate. No odd-sized pages allowed.
- Page limit. The body of the proposal must not exceed the page limit outlined below. Proposals exceeding the page limit may be disqualified, or the extra pages may be excised prior to review.
- Font size should be 12 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 which is no more than thirty (30) pages to be titled "**Offeror Name_Proposal Part 1**":
  1) Cover Page
  2) Table of Contents
  3) Cover Letter
  4) Organizational Capacity
  5) Professional Experience
  6) Work Plan
- **Items 7-8** are to be submitted **separately** as Excel/Word files to be titled individually as "**Offeror Name_(insert titles below)**":
  7) Budget Plan Worksheet (Attachment 01)
  8) Activity Measures Worksheet (Attachment 02)
- **Items 9-16** 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**":
  9) Offeror Check List (Attachment 03)
  10) Proposal Transmittal Letter (Attachment 04)
  11) Corporate Resolution (Attachment 05)
  12) Standard Qualifications Questionnaire (Attachment 06)

13) Conflict of Interest Disclosures and Attestations (Attachment 07)
14) Contractor References (Attachment 08)
15) Confidential Information List - if applicable (Attachment 09)
16) Certificate of Vendor Compliance or Proof of Application for CVC

3.1.3 CONTENT EXPLANATION

1. Cover Page

The cover page should include the following:

- The name and number of the RFP: RFP 27-06 Hawaiʻi Tourism Consulting Services for the Cruise Industry.
- Name and address of Company.
- Company Federal and State Tax ID #s.
- Name, email address, and phone number of contact person.

2. Table of Contents

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

3. Cover Letter

A brief letter expressing the Offeror's interest in the project and summarizing the company's qualifications and relevant experience. The cover letter may also identify key strengths, capabilities, or unique qualifications relevant to the scope of work. The cover letter shall be limited to a maximum of two (2) pages.

4. Organizational Capacity

a) Personnel Management.

i) Physical Office. The Offeror must have or must establish an office in the U.S.

ii) Organizational chart. Proposed staffing, including position titles, names, lines of responsibility/supervision. In addition, please indicate time allocation.

iii) Project Manager ("Key HTA Point of Contact"). To be assigned 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 geographic locations.

Note:

The Contractor is expected to be fully staffed and operational to begin the consultation 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 Project Manager or designee is required to attend HTA's conferences in person in Hawaiʻi at least twice annually for approximately one (1) week each time.

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 that only allowable and allocable expenses are charged against any change order or modification of the contract issued under this RFP.

c) <u>Firewalls and other Protections.</u>
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, must be placed at the highest priority within the organization.

5. Professional Experience
The Offeror shall provide a detailed description of its relevant experience and past performance history in cruise consulting services
i) Within Hawai‘i
ii) Within the United States
iii) Internationally

6. Work Plan
The Offeror shall submit a detailed plan using the outline provided by HTA. (See Exhibit A)

7. Budget Plan Worksheets
The Offeror shall submit a detailed budget plan using the Excel template provided by HTA. (See Attachment 01)

8. Activity Measures Worksheets
The Offerors shall submit targets for activity measures using the Excel template provided by HTA. (See Attachment 02)

9. Offeror Checklist
The offeror must complete the checklist and submit all items noted on the form. See Attachment 03 for details.

10. 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. The Offeror shall use the exact legal name as 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.

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 04 for details.

11. **Corporate Resolution**
On the Offeror's business letterhead, include a copy of the corporate resolution or written authorization of the Offeror's representative to sign this proposal, and contract, if awarded. See Attachment 05 for details.

12. **Standard Qualifications Questionnaire**
Offeror must respond to all questions on the Qualifications Questionnaire form. See Attachment 06 for detailed questions.

13. **Conflict of Interest Disclosures and Attestations**
Any person, including any actual or prospective Offeror, shall act in good faith to practice purchasing ethics, and when applicable, display business integrity as a responsible offeror pursuant to HAR§3-131-1.02.

Offeror shall complete and sign the Conflicts of Interest questionnaire and disclose any current or anticipated business or personal relationships that may create an actual or apparent conflict of interest, including but not limited to other contracts with the HTA; contracts with competitors of the HTA; and contracts with members of the travel and tourism industry within the State of Hawaiʻi. See Attachment 07 for details.

14. **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 more relevant performance usually has a greater impact on the confidence assessment than less recent and less relevant projects. See Attachment 08 for details.

15. **Confidential Information List (if applicable)**
Any person, including any actual or prospective Offeror shall act in good faith to practice purchasing ethics, and when applicable, display business integrity as a responsible offeror pursuant to HAR §3-131-1.02.

Offeror shall provide a list of all confidential information referenced in the Offeror'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, offeror shall state so. (See Section 3.2.6) See Attachment 07 for details.

16. **Certificate of Vendor Compliance or Proof of Application for CVC**
Offeror shall submit a copy of the Certificate of Vendor Compliance from Hawaiʻi Compliance Express or proof that one has been applied for from Hawaiʻi Compliance Express. (See Section 5.2)

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, addenda, and other relevant documents to ensure the Offeror understands the requirements of the RFP. The 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, the 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 Hawaiʻi General Excise Tax (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 Hawaiʻi General Excise Tax License I.D. Offeror must submit its current Federal I.D. number and Hawaiʻi 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 Hawaiʻi.

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 7 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 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

If an Offeror takes exception to any term, condition, specification, or other requirement listed in the RFP, the Offeror shall provide a written statement identifying:

- The specific RFP section to which the exception applies;
- The nature of the exception; and
- Any proposed alternative language or approach.

If no exceptions are taken, the Offeror shall so state in the proposal transmittal or cover letter.

Exceptions shall be considered in the evaluation of proposals. The State reserves the right, in its sole discretion, to determine whether any exception is material and whether the exception: (a) increases risk to the State, (b) inhibits the achievement of the objectives of the RFP, (c) materially alters the requirements of the solicitation; or (d) creates ambiguity or other evaluation concerns that impair the State's ability to conduct a fair and reasonable evaluation process. The State may deem proposal nonresponsive based on the nature or extent of the exceptions taken. See Attachment 02 for details.

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 HIePRO 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 HIePRO, and the Offeror will receive an email directly from HIePRO 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 and execution of a contract pursuant to HRS §§ 103D-105 and 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

Offerors are responsible for reviewing their proposals for accuracy and completeness prior to submission. Any request to correct, modify, or withdraw a proposal based on an alleged mistake shall be submitted in writing to the Procurement Officer and shall be governed by applicable provisions of the Hawaii Administrative Rules, including HAR Chapter 3-122. The Procurement Officer reserves the right to determine whether correction, withdrawal, or other action is permitted pursuant to applicable law and the best interests of the State.

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 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 Hawaiʻi'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 Hawaiʻi State Legislature.

4.2 PROPOSAL EVALUATION CRITERIA AND SCORING GUIDE

Written proposals shall be evaluated and scored by an Evaluation Committee based on the evaluation criteria and scoring methodology established in this RFP. Evaluation score sheets shall be completed in accordance with the scoring guidelines and evaluation procedures set forth herein.

EVALUATION CRITERION	**Scoring Weight Maximum Score**
CRITERIA #1: OVERALL CAPABILITIES OF FIRM & QUALIFICATIONS OF PERSONNEL 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, experience working with State, county, and federal agencies, and professional work experience in Hawaiʻi. The evaluation will also include an assessment of the qualifications, experience, and specific knowledge of Offeror's managerial team and staff as it relates to the requirements of this RFP and the full-time equivalent positions dedicated to the HTA account.	35%

EVALUATION CRITERION	Scoring Weight Maximum Score
CRITERIA #2: WORK PLAN The evaluation will assess the strength of the proposal including alignment with HTA's strategic priorities and regenerative tourism model. It will also evaluate the quality and effectiveness of the proposed strategies and tactics, the creativity and impact of major initiatives, the relevance and appropriateness of KPI and activity targets, and the overall value delivered in relation to the administrative fees.	35%
CRITERIA #3: FAMILIARITY WITH HAWAIʻI BRAND AND PRODUCT The evaluation will assess the Offeror's understanding of the Hawaiian Islands, its people, Native Hawaiian culture, Hawaiʻi's multi-ethnic communities, and the Hawaiʻi visitor industry and HTA, as well as how this knowledge is integrated throughout the proposal. Note: this is not a separate section, but an overall analysis of the entire proposal.	15%
CRITERIA #4: COST POINTS CONVERSION Cost proposals shall be evaluated in accordance with HRS Chapter 103D and applicable provisions of HAR Chapter 3-122. The proposal with the lowest cost factor, based on the total cost for the contract term (not to exceed **$260,000.00 USD),** shall receive the maximum available points allocated to cost. Higher-cost proposals shall receive proportionately lower cost scores using the following formula: Lowest Proposed Cost × Maximum Available Cost Points ÷ Offeror's Proposed Cost = Cost Points Awarded	6%
CRITERIA #5: PRICE REASONABLENESS & REALISM Prices shall be evaluated for competitiveness and reasonableness of price. The State may also evaluate proposed pricing for reasonableness and realism. Price reasonableness may be evaluated to determine whether proposed prices are fair reasonable in relation to the services proposed and current market conditions. Price realism analysis may be conducted to assess whether a proposed price is low as to reflect a lack of understanding of the contract requirements or to create performance risk. Such analysis may be considered in evaluating proposal risk, technical understanding, or the Offeror's responsibility.	9%
TOTAL	**100%**

Assessment	Overall Scoring Guidelines	Total Score
Poor	Proposal is inadequate in many basic aspects for the scored category. Evaluator has very low confidence in the Offeror's ability to perform as promised or as required.	**0-19**

Assessment	Overall Scoring Guidelines	Total Score
Marginal	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. Evaluator has low confidence in the Offeror's ability to perform as promised or as required.	**20-40**
Adequate	Proposal adequately meets the minimum requirements for the category and is generally capable of meeting the State's needs for specific criteria. Evaluator has confidence in the Offeror's ability to perform as promised or as required.	**41-60**
Good	Proposal more than adequately meets the minimum requirements of the specific criteria, and exceeds those requirements in some aspects. Evaluator has high confidence in the Offeror's ability to perform as promised or as required.	**61-80**
Excellent	Proposal fully meets all requirements and exceeds most requirements. Evaluator has extremely high confidence in the Offeror's ability to perform as promised or as required.	**81-100**

4.3 EVALUATION COMMITTEE

The HTA intends to conduct a fair and impartial evaluation of proposals received in response to this RFP. Proposals shall be reviewed and evaluated by an Evaluation Committee in accordance with HRS Chapter 103D, HAR Chapter 3-122, and the requirements of this RFP.

The Procurement Manager designated for this RFP shall serve as the procurement officer responsible for administration of the solicitation process and shall not serve as a voting member of the Evaluation Committee.

In accordance with HAR §3-122-53, proposals may be classified as acceptable, potentially acceptable, or unacceptable based on an initial evaluation of the proposals submitted. Proposals determined to be acceptable or potentially acceptable may be considered for further evaluation, discussions, or inclusion within the competitive range, as determined by the State.

The Evaluation Committee shall consist of at least three (3) qualified State employees or other individuals authorized in accordance with applicable procurement requirements. Proposals shall be evaluated solely in accordance with the evaluation criteria and evaluation process set forth in this RFP.

The identities of Evaluation Committee members shall remain confidential throughout the procurement process to the extent permitted by law. Offerors shall direct all communications regarding this RFP exclusively to the Procurement Manager. Any attempt by an Offeror to improperly contact or influence Evaluation Committee members may result in disqualification of the proposal and any other remedies available to the State under applicable law.

4.4 EVALUATION AND AWARD PROCESS

Proposals shall not be opened or evaluated until after the proposal submission deadline. Late proposals shall be handled in accordance with the requirements of this RFP and applicable procurement laws and rules.

The State reserves the right to award a contract based solely upon initial proposals received, without discussions, pursuant to HAR §3-122-46.

4.4.1 **Initial Classification of Proposals**:

In accordance with HAR §3-122-53, proposals may be classified as acceptable, potentially acceptable, or unacceptable based upon an initial evaluation of the proposals submitted. Proposals determined to be unacceptable, nonresponsive, or otherwise nonconforming to the requirements of this RFP may be eliminated from further consideration.

Only responsible Offerors submitting acceptable or potentially acceptable proposals may be considered for inclusion within the competitive range or priority list.

4.4.2 **Phase 1 – Evaluation of Written Proposals:**

During Phase 1, the Evaluation Committee shall evaluate and score all acceptable and potentially acceptable proposals using the evaluation criteria and scoring methodology set forth in Section 4.2 of this RFP.

Proposals shall be ranked based on combined weighted scores. Following completion of the initial evaluation, the State may establish a competitive range or priority list consisting of the highest-ranked Offerors.

4.4.3 **Phase 2 – Discussions and Additional Information:**

If determined necessary by the State, Phase 2 may include discussions with priority-listed Offerors and requests for additional information or clarification. Such discussions may include question-and-answer sessions, oral presentations, reference checks, requests for clarification, or submission of best and final offers (BAFOs), as determined appropriate by the State.

The same evaluation criteria and scoring methodology set forth in Section 4.2 may be used during Phase 2. Evaluators may complete revised evaluation score sheets reflecting their overall evaluation of the Offeror, including written proposals, discussions, oral presentations, clarifications, and any additional information submitted.

In the second phase, 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 making a decision. The Evaluation Committee reserves the right to perform reference checks.

The RFP, any addenda issued, and the successful Offeror's proposal, as accepted by the State, shall become part of the resulting contract. All proposals shall become the property of the State of Hawaiʻi.

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 Work Plan score will be ranked higher. If that, too, is a tie, then the one with the higher average Overall Capabilities of Firm and Qualifications of Personnel – 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. In the event the State is unsuccessful in negotiating the post-award contract, the HOPA reserves the right to make the award 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 she/he may cancel the RFP if negotiations are unsuccessful in accordance with Hawaiʻi Revised Statutes and Hawaiʻi 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 for the execution of a contract and final payment.

Timely Registration on HCE. Vendors/Contractors/Service Providers are advised to register on HCE immediately. 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, any addenda issued, and all or part of the successful Offeror's proposal may be incorporated into the contract. The General Conditions issued by the Department of the Attorney General shall be made a part of the contract.

5.4 PUBLIC EXAMINATION OF PROPOSALS

Except for confidential portions, proposals shall be made available for public inspection after posting of award and execution of a contract pursuant to HRS §103D-105 and 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).

5.6 PROTEST PROCEDURES

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 "<u>PROTEST</u>") to the Procurement Manager at:

Procurement Manager
Hawaiʻi Tourism Authority
Hawaiʻi Convention Center, First Level
1801 Kalākaua Avenue
Honolulu, Hawaiʻi 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 with 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.

5.7 APPROVALS

Any contract resulting from this solicitation shall be subject to the approval of the Department of the Attorney General and all further approvals required by applicable federal and State laws, regulations, rules, policies, or other authorities, including the approval by the Governor, if applicable.

5.8 CONTRACT EXECUTION / NOTICE TO PROCEED

The successful Offeror receiving an award shall enter into a formal written Contract. Work shall commence on the official commencement date specified on the Notice to Proceed issued by the

State. No work is to be undertaken by the Contractor prior to the commencement date specified in the Notice to Proceed. Any preparation and planning, or other work performed by the Contractor prior to the issuance of the Notice to Proceed shall be performed at the Contractor's sole risk and expense. The State of Hawaiʻi shall not be liable for any work performed, costs incurred, loss of profits, or damages of any kind arising from work performed prior to the official commencement date.

Any extension of the Contract shall be subject to mutual agreement of the parties, availability of funds, satisfactory Contractor performance, and execution of a written Contract supplement or amendment by the State.

5.9 INSURANCE

5.9.1 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. <u>Commercial General Liability Insurance</u>
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 $3,000,000 per occurrence; personal injury of $3,000,000 per occurrence; and with an aggregated limit of $5,000,000. 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. <u>Automobile Liability Insurance</u>
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, or a $2,000,000 single limit.

c. <u>Errors and Omissions Insurance</u>
Errors and omissions insurance coverage of $3,000,000 per occurrence; and with an annual aggregated limit of $5,000,000.

5.9.2 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.

5.9.3 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.

5.9.4 Each insurance policy required by this contract, including a Subcontractor's policy, shall contain the following clauses:

- “The State of Hawaiʻi is added as an additional insured with respect to operations performed for the State of Hawaiʻi.”
- “It is agreed that any insurance maintained by the State of Hawaiʻi will apply in excess of, and not contribute to, insurance provided by this policy.”

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

5.9.6 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 policies of insurance shall not be construed to limit the Contractor’s liability hereunder or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the Contractor shall be responsible for the full and total amount of any damage, injury, or loss caused by the Contractor’s negligence or neglect in the provision of services under the Contract.

5.9.7 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.

5.10 FEDERAL FUNDS

If this Contract is payable in whole or in part from federal funds, the 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.

5.11 PAYMENT

The awarded Contractor shall submit all invoices via email in accordance with the State of Hawaii invoicing requirements, the General Conditions, and the terms of the resulting contract. Pursuant to HRS 103-10, the State shall have thirty (30) calendar days after receipt of a proper invoice and satisfactory acceptance of all required goods, services, and/or deliverables.

Invoices shall reference the applicable contract number and include a Contractor-generated invoice number. Invoices must be supported by documentation of deliverables completed during the invoicing period, as applicable under the contract’s payment terms and scope of work.

An invoice shall not be considered received or properly submitted unless all required supporting documentation and deliverables have been provided and accepted by the State. Incomplete invoices or invoices submitted without required deliverables may be returned to the Contractor for correction and resubmission, which may delay payment.
Payment shall be made in accordance with the payment structure set forth in the contract, which may include milestone-based, deliverable-based, or periodic payments, as applicable.

The total contract amount represents the maximum compensation payable under the contract unless modified by a duly executed written amendment.

The State’s fiscal year ends June 30. Invoices submitted during fiscal year closeout periods (typically June 1 through July 31, may be subject to processing delays due to year-end accounting procedures. Contractors are advised to coordinate with the Contract Administrator as necessary.
Final payment may be conditioned upon satisfactory completion of all contract requirements and

compliance with applicable contractual obligations, including any required certifications or closeout documentation.

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

5.12 CONTRACT INVALIDATION

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

5.13 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 duration of the contract period.

5.14 HAWAIIAN ORTHOGRAPHY

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

SECTION SIX: ATTACHMENTS AND EXHIBITS

- Attachment 01: Budget Plan Worksheets
- Attachment 02: Activity Measures Worksheet
- Attachment 03: Offeror Check List
- Attachment 04: Proposal Transmittal Letter
- Attachment 05: Corporate Resolution
- Attachment 06: Standard Qualifications Questionnaire
- Attachment 07: Conflict of Interest Disclosures and Attestations
- Attachment 08: Contractor References
- Attachment 09: Confidential Information list (if applicable)

- Exhibit A: Work Plan Outline
- Exhibit A, Appendix 1: Hawaiʻi Stays With You Campaign Overview
- Exhibit B: Overview of the RFP Process
- Exhibit C: Federal Regulations
- Exhibit D: HTA Travel & Entertainment Policy
- Exhibit E: Special Provisions
- Exhibit F: General Provisions for Goods and Services
- Exhibit G: General Conditions for 103D

EXHIBIT A

Work Plan Outline

The Offeror shall adhere to the outline provided in this document and include all required components. The plan should clearly and concisely communicate the proposed strategic approach, implementation actions, timelines, and anticipated outcomes. The plan should demonstrate how the proposed efforts will effectively support HTA's goals and objectives to retain and grow high-value cruise visitation, increase visitor spending, strengthen relationships with cruise industry stakeholders, and maximize economic benefits for Hawaiʻi's communities and businesses. Additionally, the plan should reflect a balanced and sustainable approach that supports destination management and stewardship while enhancing Hawaiʻi's competitiveness as a premier cruise destination.

A. Long-Term Vision and Roadmap

The Offeror shall present a long-term vision and strategic roadmap for Hawaiʻi's cruise industry covering the period 2026–2029 and beyond. The roadmap shall align with HTA's Strategic Plan and identify key priorities, opportunities, challenges, and recommended actions to support sustainable cruise industry growth, destination stewardship, community benefits, and economic value creation.

B. Market Analysis

Provide a clear and concise assessment of the current cruise industry landscape, including competition, economic indicators, cruise visitation trends, traveler behaviors, and industry developments. The analysis should also identify opportunities and challenges affecting Hawaiʻi's cruise sector and include an assessment of Hawaiʻi's market potential, competitive positioning, and opportunities to increase cruise visitor spending and community benefits.

C. KPI Targets

The Offeror shall propose measurable targets for each HTA-identified KPI. Offerors are also encouraged to recommend additional performance measures and corresponding targets that further demonstrate the effectiveness and value of their proposed approach.

D. Strategies and Tactics

The Offeror shall identify and describe strategies and tactics within the following categories:

1. **Stakeholder Communications** – Strengthen relationships with cruise lines, local businesses, government agencies, community organizations, port authorities, and other stakeholders while proactively addressing opportunities, issues, and emerging industry needs.

2. **Visitor and Cruise Line Education** – Increase awareness of Hawaiʻi's unique culture and visitor experiences, natural resources, and destination stewardship principles while promoting responsible travel.

3. **Cruise Line and Local Operator Training and Engagement** – Enhance understanding and adoption of Hawaiian culture, community values, destination management and stewardship practices among cruise line personnel, shore excursion operators, and other industry partners.

4. **Public Relations** – Maximize positive visibility and awareness of Hawaiʻi within cruise industry, consumer, trade, and media channels through strategic communications, media engagement, and reputation management.

5. **Industry Collaboration and Partnerships** – Identify and develop partnership opportunities for each Hawaiʻi port that strengthen relationships between cruise lines, local businesses, community organizations, and government agencies while maximizing economic opportunities and community benefits throughout the Islands.

E. Major Initiatives

The Offeror shall provide a list of major programs and activities proposed for each contract period. For each major program or activity, the Offeror shall identify the objectives, target audiences, implementation timeline, and anticipated outcomes that will be used to evaluate success.

All branding, communications, stakeholder engagement, and educational efforts shall reinforce **"*Hawaiʻi Stays with You*"** as the overarching message, fostering deeper connections, meaningful experiences, and purpose-driven travel.

The Offeror shall coordinate with HTA, industry partners, cruise lines, local businesses, community organizations, and media representatives to ensure message consistency, brand integrity, and broad amplification to advance HTA's vision for a tourism future that is economically sustainable, culturally respectful, and community grounded, positioning Hawaiʻi as a destination for mindful, meaningful travel.

Appendix 1: Hawai‘i Stays With You Campaign Overview – U.S. Market

PURPOSE

Hawai‘i Stays With You (HSWY) is The Hawaiian Island’s brand platform and campaign cornerstone — a unified framework that recasts Hawai‘i as more than a destination.

Positioning a Hawai‘i vacation as a transformative, irreplaceable experience that endures long after the trip ends, HSWY unifies messaging across paid, earned, and owned channels to invite travelers to come not just to relax, but to reconnect.

TARGET AUDIENCE

- High-intent U.S. continent travelers: repeat visitors in active or latent planning mode; high-value first-time travelers
- Adults aged 25–64 in mid-to-premium households, including families and couples
- Key feeder markets: West Coast, Mountain West, and select Midwest and Northeast DMAs

CORE COMPONENTS

BRAND & CREATIVE

- Emotionally led brand storytelling
- Island ambassador program (O‘ahu, Maui, Kaua‘i, Hawai‘i Island)

MEDIA & PR

- Earned media / PR
- Social media
- Paid media

OWNED CHANNELS

- GoHawaii.com, GoHawaii app, enewsletters
- Co-funded partner programs

PAID MEDIA DISTRIBUTION CHANNELS

- Connected TV and streaming video
- Social media — Meta, YouTube, TikTok
- Programmatic digital
- Paid search

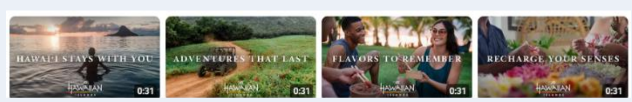
ASSETS & THEMES

DEVELOPED TO DATE

- Island life and culture — ambassador-led place and community narratives
- Outdoor and adventure — ocean activities, hiking, natural landscapes
- Food and culinary — regional cuisine and local agriculture as a travel motivator
- Wellness and renewal
- Spring/summer 2026 demand acceleration — near-term booking content and media

PLANNED PRODUCTION: Q3–Q4 2026

- Island-focused themes
- Cultural and community-driven content
- Campaign evolution



Hawai‘i Stays With You Playlist

EXPECTED OUTCOMES

Increased aided brand awareness and travel intent in core feeder markets	Expanded earned media coverage	Positive visitor arrival trends in campaign-supported markets

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 and contract execution, 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 may be generated. The priority list may be limited to a minimum of three responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal if a BAFO is tendered.

5. If, during discussions, there is a need for any substantial clarification or change in the RFP, 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 and Evaluation Committee reserves the right to have additional discussions with the 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 and contract is executed, 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 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

The contract may be funded with federal money. 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 that 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 & 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 Hawaiʻi 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 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. Hawaiʻi Compliance Express. Paragraph No. 2i of the attached General Conditions is further clarified as follows: The current "designated certification process" is Hawaiʻi 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 Hawaiʻi 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, Hawaiʻi 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. The contractor shall avoid all conflicts of interests that will not prevent and deter fraud, waste, and abuse or will not provide increased economy to maximize, to the fullest extent practicable, the purchasing value of public funds. 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 Officer 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 do 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 Hawaiʻi as a visitor destination and in a manner consistent with the "Hawaiʻi 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 the 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) Hawaiʻi 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 and Entertainment Policy, attached as the Exhibit entitled "HTA's Travel & Entertainment Policy." HTA reserves the right to review Contractor's travel policy, and 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. (Exhibit D)

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, 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 to 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, as defined in sections 1a and 1p, in response to any solicitation.

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 OFFICER

Procurement officer is the person with a 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 officer directly or through the head of a purchasing agency or designee to the procurement officer.

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 authorized by law or rules or by way of delegation to enter into contracts for 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 to observe its methods of operation in order to facilitate the evaluation of performance capabilities.

3. OFFER INCORPORATES SOLICITATION

The solicitation, including the AG's General Conditions, Specifications, General Provisions, and 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 so 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, then 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 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 which 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 to 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, together 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. 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, a performance bond and a payment bond shall be delivered by the Contractor 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 officer's determination is made to cancel the solicitation. At such time, all offer guarantees, except surety bonds, will be returned.

15. PAYMENT

The awarded Contractor shall submit all invoices via email and in accordance with the State's invoicing guidelines pursuant to the Hawai'i State General Conditions attached to and made a part of this RFP. 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 offer 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 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 with 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 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 their 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

HAWAIʻI 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 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.