



RELEASE DATE: August 13, 2026

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

**REQUEST FOR PROPOSALS
RFP NO.
(NOTICE TO OFFERORS)**

RFP 27-15 SPORTS STRATEGY STUDY – GREEN FEE PROJECT

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

September 18, 2026

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

**ELECTRONIC SUBMISSION TO THE STATE OF HAWAII 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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- Exhibit A: Overview of the RFP Process
- Exhibit B: HTA Travel & Entertainment Policy
- Exhibit C: General Provisions for Goods and Services
- Exhibit D: Special Provisions
- Exhibit E: General Conditions for 103D
- Exhibit F: Summary of HTA’s FY27 Sports Strategic Plan
- Exhibit G: Listing of Statewide Sports Venue
- Exhibit H: Listing of HTA funded Sports Event in FY26 and FY27

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

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

1.1 INTRODUCTION

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

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

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

1.2 TERMS AND ACRONYMS

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

HAR	Hawai‘i Administrative Rules. State rules outlining procedures for applying statute.
HCE	Hawai‘i Compliance Express
HIePRO	Hawai‘i State eProcurement System
HOPA	Head of the Purchasing Agency. The Director of the Department of Business, Economic Development, and Tourism is the HOPA for HTA.
HRS	Hawai‘i Revised Statutes
HST	Hawai‘i Standard Time
HTA	Hawai‘i Tourism Authority
IRS	Internal Revenue Service
KPI	Key Performance Indicator
LOS	Length of Stay. The average number of days a visitor stays in Hawai‘i.
Ma‘ema‘e Toolkit	A collection of resources and instructions to represent Native Hawaiian language and culture accurately and respectfully.
Offeror	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly, or through a duly authorized representative or agent, a bid for the goods and/or services contemplated in this RFP.
OIP	Hawai‘i Office of Information Practices
PPPD\$	Per Person Per Day Spending. The average dollars (USD) spent per day per person in Hawai‘i by visitors.
Procurement Manager	The procurement and contracting manager for the Hawai‘i Tourism Authority.
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.

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: <https://hiepro.ehawaii.gov/>, then select HIePRO Vendor Registration Guide. For online assistance, on the HIePRO (<https://hiepro.ehawaii.gov/welcome.html>) landing page, select ‘Help Chat – online’ at the top of the page. Tyler Technologies can be reached at (808) 695-4620 or by email at: hiepro@ehawaii.gov.

1.3.2 The State will use HIePRO to issue the RFP, receive all Offers, and issue any addenda to the RFP. Addenda and the other information and materials shall be provided by the State through HIePRO, including additions or changes with respect to the dates in Section 1.4 (RFP Schedule and Significant Dates). The State is not responsible for any delay or failure

of any Offeror to receive any materials updated through the RFP process on a timely basis.

- 1.3.3** As part of this procurement process, Offerors are informed that awards made for this solicitation, if any, shall be done through the HiePRO and shall therefore be subject to a mandatory .75% (.0075) transaction fee, not to exceed \$5,000 for the total contract term. The mandatory fee (.75%) is applicable for awards by Hawai'i government agencies only. This transaction fee is payable to Tyler Technologies (formerly known as NIC Hawai'i), the vendor administering HiePRO. Refer to the "Instructions" tab in the HiePRO solicitation for more details. The mandatory transaction fee shall be at the Contractor's sole cost and expense.
- 1.3.4** Offerors shall review all special instructions located in HiePRO. Offerors are responsible for ensuring that all necessary files are attached to their offer prior to the proposal deadline. Offerors are advised 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. The prospective Offeror is responsible for monitoring HiePRO to obtain any RFP addenda or other information relating to the RFP.
- 1.3.6** Tyler Hawai'i is the vendor contracted by the State of Hawai'i to provide the HiePRO application only and cannot respond to any questions regarding procurement or a particular solicitation. Payment must be made to Tyler Hawaii within thirty (30) days from receipt of invoice. The invoice is generated based on the date the award is posted.

1.4 RFP SCHEDULE AND SIGNIFICANT DATES

The schedule represents the State's best estimate of the schedule that will be followed. All times indicated are Hawai'i Standard Time (HST). If a component of this schedule, such as "Proposal Due Date/Time," is delayed, the rest of the schedule will likely be shifted by the same number of days. Any change to the RFP Schedule and Significant Dates shall be reflected in and issued in an addendum. No questions will be received after the Written Questions deadline.

Release of Request for Proposals	August 13, 2026
Deadline to Submit Written Questions (must be submitted in HiePRO)	August 17, 2026 @ 2:00 PM HST
State's Response to Written Questions (will be posted in HiePRO)	August 19, 2026
Deadline to Submit Notice of Intent to Offer	August 24, 2026 @ 2:00 PM HST
Proposal Due Date/Time, Evaluation Period Begins	September 18, 2026 @ 2:00 PM HST
Priority Listed Offeror Selection & Notification (estimate)	Week of September 28, 2026
Best and Final Offer Deadline (if necessary) (estimate)	Week of September 28, 2026

Notice of Award (estimate)	Week of October 5, 2026
Start of Contract Performance (estimate)	Week of October 19, 2026
End of Contract Performance (estimate)	May 31, 2027

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 27-15 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
Hawai'i Electronic Procurement System	https://hiepro.ehawaii.gov/welcome.html
HTA Website	https://hta.hawaii.gov/
Ma'ema'e Toolkit	https://hta.hawaii.gov/what-we-do/tools-resources/ma%CA%BBema%CA%BBBe-toolkit/
Hawai'i Compliance Express (CVC)	https://vendors.ehawaii.gov/
eHawaii.gov YouTube Channel	https://www.youtube.com/user/eHawaiigov1/videos

Hawai‘i State General Conditions	https://hiepro.ehawaii.gov/static-resources/103D-1%20General%20Conditions.pdf
HRS Chapter 201B HRS. HTA’s inception statute.	https://www.capitol.hawaii.gov/hrscurrent/vol04_ch0201-0257/HRS0201B/HRS_0201B-.htm

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

SECTION TWO: BACKGROUND AND SCOPE OF WORK

2.1 OVERVIEW AND BACKGROUND

The Hawai'i Tourism Authority (HTA) seeks a qualified consultant to conduct a comprehensive Statewide Sports Tourism Study.

The State needs data-driven insights to make data-driven policy and investment decisions regarding sports tourism. To support this effort, the Legislature appropriated funds to conduct a study to better understand both the economic benefits and the public costs associated with sporting events.

Ultimately, this study will be used as a strategic roadmap of sporting events and opportunities the state should pursue. All data, findings, and recommended legislation from this study will be compiled into a final report submitted to HTA no later than March 31, 2027.

2.2 SCOPE OF WORK

The successful Offeror shall conduct a study of the potential economic benefits and costs of sports tourism in the State of Hawai'i to assist the HTA in making informed policy and investment decisions.

2.2.1 CORE SERVICES

Under the supervision of, and in collaboration with HTA, the services provided by the contractor should include but not limited to:

1. Core Market and Economic Evaluation

- a. Evaluate the viability of the State's sports tourism market.
 - i. Examine its net economic benefit to the State.
 - ii. Include direct and indirect revenues and costs.
- b. Identify all sporting events that may attract diversified, high-value visitors during Hawai'i's shoulder periods (March-June and September – early December).
 - i. Identify sporting events that yield a high return on investment.
 - ii. Identify sporting events that align with the destination's brand. (<https://www.hawaiiitourismauthority.org/media/15369/2026-thi-brandbrand-guidelines-external-final.pdf>).
- c. Evaluate the State's capacity to support professional sports activities.
 - i. Assess market demand by Major Market Areas (US West and East, Japan, Canada, China, Oceania (Australia and New Zealand), Korea, Europe, and Taiwan.
 - ii. Assess existing infrastructure.
 - iii. Assess long-term operational feasibility.

2. Infrastructure and Major Venue Assessment

- a. Review and assess existing sports facilities across all six Hawaiian Islands to determine venues that could host sports events.
 - i. Determine whether any other existing large-scale sporting facility would be capable of supporting sports tourism in the State.
 - ii. Assess whether its facilities and amenities are, and would remain, viable for sports tourism events during its design life.
 - iii. Assess whether its facilities and amenities are, and would remain, competitive for sports tourism events during its design life.
- b. Determine the role the University of Hawai'i at Mānoa Department of Intercollegiate

Athletics may play in the State's sports tourism market.

- i. Examine contributions to visitor attractions.
- ii. Examine contributions to event hosting.
- iii. Examine contributions to related economic activities.

3. Community Impacts and Mitigation Strategies

- a. Identify potential infrastructure and community impacts associated with further investments in sports tourism, which may include traffic, public safety, or noise impacts, among others.
- b. Propose strategies to mitigate the identified infrastructure and community impacts associated with sports events.
 - i. Identify potential drawbacks.
 - ii. Identify ways to mitigate them.
- c. Assess the potential impacts of investment in sports tourism on youth development in the State.
 - i. Assess the potential impacts of investment in sports tourism on education in the State.

4. Strategic Partnerships and Training Grounds

- a. Determine whether partnerships with local athletes who have achieved national or international prominence would enhance efforts to promote sports tourism in the State.
- b. Identify potential pathways for Hawai'i to play a role as a training ground for large-scale out-of-state sports teams.
- c. Examine any other facts, data, or issues HTA deems relevant to assist the State in evaluating sports tourism policies, investments, and implementation options.

5. Final Report

- a. Compile the findings and recommendations into a comprehensive report, including proposed legislation to facilitate sports tourism as an economic driver in Hawai'i.
- b. Submit the draft report to HTA review and approval no later than March 5, 2027.
- c. Submit a final report no later than March 31, 2027.

2.3 PERFORMANCE MEASURES:

By setting clear performance measures, HTA can ensure that the selected vendor's efforts are directly contributing to the organization's goals and objectives as it relates to the Sports Strategic Plan for 2027, while also providing measurable metrics for success. These indicators will help track the return on investment of HTA funding for a comprehensive Sports Tourism Study to help assess the potential impact of investments in sports tourism for the State of Hawaii.

Performance measures for this contract include, but are not limited to:

1. Identifying high-potential pathways with teams/organizations and partnerships that will allow the State to maximize its program investment and ROI.
2. Monthly evaluation reporting and data analysis on sporting event viability in the State, and its impact on sports tourism market.
3. Comprehensive list of sports strategies to help mitigate the State's infrastructure to support large-scale sports events and community impacts that are associated with sporting events, including traffic management, public safety coordination and noise management, etc.
4. Identify potential drawbacks in large-scale stadiums and cost management of these facilities.

2.4 COMPENSATION

This shall be a Fixed-Price contract, inclusive of all taxes and expenses, in an amount not to exceed **THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00 USD)**, tax

inclusive, for the contract term of October 2026 to May 2027 and shall be funded with Hawai'i State General Funds.

However, it should be expressly understood that the actual amount allocated by HTA for a contract resulting from this RFP may be dependent on the quality of the proposals received. The STATE reserves the right not to utilize the total amount of funds allocated or to cancel this solicitation.

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 HlePRO. Failure to comply may result in the proposal being deemed non-responsive.

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.

2.5 TERM OF CONTRACT

Contract Term: The total contract term shall be eight (8) months, starting October 2026 through May 2027.

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 Hawai'i, 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

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

The HTA staff may conduct periodic 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 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 HAWAII 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 HlePRO by the due date/time referenced in the RFP Schedule. The reference number is **RFP 27-15**. 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. However, they may be accepted or requested in Round 2 of the procurement process.
- The format must be U.S. standard 8.5 by 11 inches. Therefore, this is a U.S. buyer and must be oriented to U.S. document sizes. Orientation should be primarily portrait, though landscape is welcome for data or visual presentations as appropriate. No odd-sized pages are allowed.
- Page limit. The body of the proposal must not exceed the page limit outlined below in Section 3.1.2 (Items 1-8). Proposals that exceed the page limit may be disqualified, or the extra pages may be excised prior to review.
- Font size should be no smaller than 11 pts.
- Ensure all content is submitted in the proper format as described below, and note that **the maximum single file size that HlePRO 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 1-8** are to be individually labeled accordingly and submitted as **one** PDF file in the order listed below which is no more than fifty (50) pages to be titled **Offeror Name_Proposal Part 1:**
 - 1) Cover Page
 - 2) Table of Contents
 - 3) Cover Letter
 - 4) Organization Overview
 - 5) Organizational Chart and Capacity
 - 6) Professional Experience
 - 7) Proposed Approach and Workplan
 - 8) Budget and Cost Proposal
- **Items 9-17** 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 01)
 - 10) Proposal Transmittal Letter (Attachment 02)
 - 11) Corporate Resolution (Attachment 03)
 - 12) Standard Qualifications Questionnaire (Attachment 04)
 - 13) Contractor References (Attachment 05)
 - 14) Subcontractor References – if applicable (Attachment 06)
 - 15) Confidential Information List – if applicable (Attachment 07)

- 16) Conflicts of Interest Disclosures & Attestations (Attachment 08)
- 17) 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 27-15 Sports Strategic Study – Green Fee Project
- Name and address of Organization.
- Company Federal and State Tax ID #s.
- Name, email address, 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. **Organization Overview**

Description of the offeror, including organizational capacity, qualifications and relevant professional experience with conducting sports tourism studies, sports commission reports, and/or evaluation of sports economic impact to destinations.

5. **Organizational Capacity**

a) PERSONNEL MANAGEMENT

- i) Organizational chart of proposed staffing, including position titles, names, lines of responsibility/supervision, and time allocation to the HTA account.
- ii) 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.
 - **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) and proposed time allocation of staff.

b) MINIMUM QUALIFICATIONS

To be considered for this contract, vendors must meet the following qualifications:

- a) **Experience:** Minimum of ten (10) years of professional experience in conducting sports tourism studies, sports commission reports, and/or evaluation of sports economic impact to destinations.
- b) **Proven Expertise:** Experience working with governmental agencies, tourism authorities, sports organization and consulting firms compiling data and gathering information on sports activities, economic impact and sponsorship programs focusing on fanbase travel and expenditures in the destinations.
- c) **Team of Professionals:** Ability to deliver high-quality services through a team with expertise in communications, multi-stakeholder coordination, program

management, data analysis, cultural sensitivity, and visitor education/sports and tourism management.

6. Professional Experience

The Offeror shall provide a complete description of its relevant experience in sports tourism and fanbase travel background, understand the economic impact and/or development of major sporting events in leisure destinations, familiar with creating relevant sports tourism or implementation of policies that promote sports tourism or partnerships with teams/organizations that support sports tourism.:

- a) Describe the Offeror's experience.
- b) Case Studies / Past Performance: Offeror shall provide no fewer than three (3) case studies or examples of previous work outlining plans that identify potential pathways for large-scale and out-of-state sporting events. Provide case studies that evaluate destinations' ability to support sports tourism and identify the economic impact or benefits to the State, directly or indirectly with measurable outcomes and results. Case studies or examples of previous work should illustrate the Offeror's demonstrated capacity and efficiency through numerical data on project scope, volume of deliverables, and performance, as well as the successful application and impact of the Offeror's program evaluation.
- c) References
Contact information for at least three (3) references from clients who can speak to the quality of the vendor's past work and results on similar projects.

7. Proposed Approach and Work Plan

The Offeror shall provide a concise, detailed description of the approaches, methodology, deliverables, and other efforts to fulfill the scope of work outlined above. The proposal shall also include a detailed work plan including milestones, start and end dates.

8. Budget and Cost Proposal

A proposed detailed budget for the project, which shall be tax inclusive, and shall cover the contract term.

The budget should have key services itemized (i.e., visitor support services, reporting, the number of hours per task, the rate of personnel, etc.).

9. Offeror Checklist

Offeror must complete the checklist and submit all items noted on the form. See Attachment 01 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 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 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 02 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 03 for details.

12. Standard Qualifications Questionnaire

The Offeror must respond to all questions on the Qualifications Questionnaire form. See Attachment 04 for detailed questions.

13. Contractor References

The Offeror must use this form to provide three (3) references for previous work performed as the Prime Contractor and similar to this project. More recent and relevant performance typically has a greater impact on the confidence assessment than less current and less relevant projects. See Attachment 05 for details.

14. Subcontractor References (if applicable)

If Subcontractor(s) will be used for this contract, Offerors shall submit a Subcontractor Reference form for each Subcontractor and ensure all requirements of the General Conditions outlined in this RFP are followed. See Section 3.1.2 and Attachment 06 for details.

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

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

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

1. An explanation of the need for the goods or services to be subcontracted;
2. A statement regarding the subcontractor's qualifications to provide the goods or services;
3. A summary of the process used to procure the goods or services, including the material terms of bids or other responses to provide the goods or services; and
4. The reason(s) for the selection of the subcontractor, including information used to determine the reasonableness of the contract amount.

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

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. Conflict of Interest Disclosure & Attestation

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 Hawai'i. See Attachment 08 for details.

17. Certificate of Vendor Compliance or Proof of Application for CVC

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

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

3.2.5 PROPERTY OF STATE

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

3.2.6 CONFIDENTIAL INFORMATION

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

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

All Offerors are advised that confidential information in a proposal, offer, specification, protest, or correspondence may be subject to disclosure. The State may only restrict or deny access to items deemed confidential pursuant to Chapter 92F, HRS. Any data submitted to the State that the Offeror wishes to remain confidential shall be clearly marked and readily separable from the submittal to facilitate eventual public inspection of the non-confidential portion of the submittal. Any page of an offeror's submittal containing confidential information shall only include confidential information. In addition, Offeror shall provide a list of all confidential information referenced in the Offeror's proposal, including page numbers and sections in a separate attachment. See Attachment 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 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 HlePRO. Proposals shall be submitted and received electronically through HlePRO by the date and time listed in RFP Schedule. This electronically submitted offer shall be considered the original. Any offers received outside HlePRO, including faxed or e-mailed bids, shall not be accepted or considered for award. Any offer received after the due date and time shall be rejected. **The maximum single file size that HlePRO can accept is 100MB; multiple files may be uploaded.**

Submission of a proposal shall constitute an incontrovertible representation by the Offeror that the Offeror agrees to comply with every requirement of this RFP and that the RFP documents are sufficient in scope and detail to indicate and convey a reasonable understanding of all terms and conditions of performance of the work.

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

3.2.9 RECEIPT AND REGISTER OF PROPOSALS

Proposals will be received on HlePRO, and the Offeror will receive an email directly from HlePRO confirming receipt of the offer. Once the solicitation closes, all proposals and attachments will be verified by two or more state officials on or after the date and time specified in the procurement timeline or as amended. The register of proposals and proposals of the Offeror(s) shall be open to public inspection upon posting of award 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 HlePRO shall not be accepted. No hard copies will be accepted.

3.2.13 OFFER GUARANTY

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

SECTION FOUR: EVALUATION CRITERIA

4.1 REJECTION OF PROPOSALS

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

4.2 PROPOSAL EVALUATION CRITERIA AND SCORING GUIDE

Written proposals 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	Evaluation Subcategory	Point Breakdown	Maximum Score
Evaluation Criterion 1: Experience And Qualifications	Relevance of the vendor's experience in providing sports data analysis and sports program research, sporting events evaluation, etc., and sports tourism economic impact analysis in destination.	10	
	Depth of experience and demonstrated success with similar projects, capabilities, and organizational resources.	5	
	Evidence of specialized knowledge of the Offeror's managerial team, staff, and subcontractors as it relates to the requirements of this RFP.	5	
	<i>Subtotal</i>		20

Evaluation Criterion	Evaluation Subcategory	Point Breakdown	Maximum Score
Evaluation Criterion 2: Proposed Approach	Quality of the proposed data collection procedures, data analysis, methodology, and reporting for this project.	20	
	Quality of proposed control measures to ensure the accuracy and efficiency of data collection, processing and reporting.	10	
	Reasonableness of the proposed time schedule and workplan.	10	
	<i>Subtotal</i>		40
Evaluation Criterion 3: Past Performance and Case Studies	Evidence of the Offeror's direct, measurable results in similar projects, including the scale, efficiency (e.g. timeliness, scope completion) and volume of deliverables (e.g. data sets, reports, analysis) provided.	10	
	Evidence of successful outcomes and sustained changes resulting from the Offeror's evaluations or recommendations, as measured by the assessed quality and practical applications in similar projects.	10	
	<i>Subtotal</i>		20
Evaluation Criterion 4: References and Past Performance	Provides quality and relevant references from previous clients for similar projects and positive support of the offeror.	5	
	<i>Subtotal</i>		5
Evaluation Criterion 5: Price*	Subfactor 1 – Total Price Calculation	6	
	Subfactor 2 – Price Reasonableness and Realism	9	
	<i>Subtotal</i>		15
TOTAL POSSIBLE POINTS			100

Assessment		
EVALUATION CRITERION 1: EXPERIENCE AND QUALIFICATIONS		
Subcategory	Scoring Guidelines	Score Range
1A. Relevance of Experience	9–10: Extensive, highly relevant experience. 6–8: Moderately relevant experience; generally comparable projects. 3–5: Limited relevance or partial alignment. 0–2: Minimal or no relevant experience.	0–10
1B. Depth of Experience & Demonstrated Success	5: Strong success and capabilities demonstrated on similar projects. 4: Good experience; some successful outcomes. results. 0–2: Insufficient experience.	0–5
1C. Specialized Knowledge of Team/Subcontractors	5: Excellent alignment of team/subcontractors with RFP needs. 4: Good alignment; minor gaps. 3: Partial information. 0–2: Little or no relevant detail.	0–5
EVALUATION CRITERION 2: PROPOSED APPROACH		
Subcategory	Scoring Guidelines	Score Range
2A. Quality of Program Implementation, Analysis, and Reporting Approach	18–20: Highly rigorous, detailed, and feasible approach that is clearly tailored to the requirements of the Visitor Assistance Program. 15–17: Solid approach with adequate detail and general alignment to program requirements. 11–14: Basic approach that addresses core requirements but lacks detail, specificity, or clear alignment to the case-based service model. 0–10: Unclear, incomplete, or insufficient approach.	0–20
2B. Program Accountability and Oversight	9–10: Comprehensive and well-defined quality control measures that ensure accurate, consistent, and timely reporting, as well as reliable and coordinated service delivery. 7–8: Good quality control measures that address key areas such as reporting accuracy and service consistency. Minor gaps in detail or consistency. 5–6: Limited or partially defined quality control measures. 0–4: Weak or absent quality control procedures.	0–10

2C. Timeline and Workplan	9–10: Realistic, detailed, and fully actionable timeline and workplan. 7–8: Generally feasible; minor issues. 5–6: Basic or partially developed schedule. 0–4: Unclear, unrealistic, or missing timeline.	0–10
EVALUATION CRITERION 3: PAST PERFORMANCE & CASE STUDIES		
Subcategory	Scoring Guidelines	Score Range
3A. Measurable Results & Efficiency	9–10: Clear, direct, measurable results with strong efficiency and delivery records. 6–8: Good results; some measurable outcomes. 3–5: Limited results or unclear supporting data. 0–2: No relevant measurable performance.	0–10
3B. Successful Outcomes & Sustained Impacts	9–10: Strong evidence of sustained improvements or meaningful outcomes attributable to vendor work. 6–8: Positive outcomes with moderate detail. 3–5: Limited or mixed results. 0–2: No demonstrated outcomes.	0–10
EVALUATION CRITERION 4: REFERENCES		
Subcategory	Scoring Guidelines	Score Range
4A. Quality & Relevance of References	5: Strong and relevant references; highly positive. 3–4: Good, mostly relevant references. 1–2: Weak or limited references. 0: No references or poor references.	0–5
EVALUATION CRITERION 5: PRICE		
Subcategory	Scoring Guidelines	Score Range
5A. Total Price Calculation	See Price Evaluation Criteria - * below	0–6
5B. Price Reasonableness & Realism	8–9: Highly reasonable and realistic. 6–7: Mostly reasonable. 3–5: Questionable or inconsistent. 0–2: Unrealistic or unjustified.	0–9

The evaluation committee shall evaluate and score proposals based on the evaluation criteria set forth in this RFP. Narrative responses shall be reviewed and scored in accordance with the scoring guidelines established herein.

Price Evaluation Criteria - *

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 shall receive the maximum available points allocated to cost. Higher-cost proposals shall receive proportionately lower cost scores using the following formula: $\text{Lowest Proposed Cost} \times \text{Maximum Available Cost Points} \div \text{Offeror's Proposed Cost} = \text{Cost Points Awarded}$

Price Reasonableness and Realism: The State may also evaluate proposed pricing for reasonableness and realism. Price reasonableness may be evaluated to determine whether proposed prices are fairly 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.

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 Hawai‘i.

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 Proposed Approach score will be ranked higher. If that too is a tie, then the one with the higher average Past Performance & Case Studies score 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 Hawai‘i Revised Statutes and Hawai‘i Administrative Rules.

SECTION FIVE: CONTRACT AWARD

5.1 AWARD OF CONTRACT

Award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria set forth in the RFP pursuant to HRS §103D-303(g).

5.2 RESPONSIBILITY OF OFFERORS

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

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

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

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

Vendors/Contractors/Service Providers intending to use HCE to demonstrate compliance are encouraged to register with HCE prior to submitting an offer at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00, and the 'Certificate of Vendor Compliance' is accepted to execute a contract and final payment.

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

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

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

5.3 PROPOSAL AS PART OF THE CONTRACT

This RFP, 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 “PROTEST”) to the Procurement Manager at:

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

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

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

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

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

5.7 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 Hawai'i 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. Commercial General Liability Insurance

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

b. Automobile Liability Insurance

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

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 Hawai'i is added as an additional insured with respect to operations

performed for the State of Hawai‘i.”

- “It is agreed that any insurance maintained by the State of Hawai‘i will apply in excess of, and not contribute to, insurance provided by this policy.”

5.9.5 A Waiver of Subrogation shall apply to the General Liability, Automobile Liability, and Workers’ Compensation insurance policies and shall be in favor of the State of Hawai‘i.

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

5.9.7 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 contract period.

5.14 HAWAIIAN ORTHOGRAPHY

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

SECTION SIX: ATTACHMENTS AND EXHIBITS

- Attachment 01: Offeror Checklist
- Attachment 02: Proposal Transmittal Letter
- Attachment 03: Corporate Resolution
- Attachment 04: Standard Qualifications Questionnaire
- Attachment 05: Contractor References
- Attachment 06: Subcontractor References (if applicable)
- Attachment 07: Confidential Information list (if applicable)
- Attachment 08: Conflicts of Interest Disclosures & Attestations

- Exhibit A: Overview of the RFP Process
- Exhibit B: HTA Travel & Entertainment Policy
- Exhibit C: General Provisions for Goods and Services
- Exhibit D: Special Provisions
- Exhibit E: General Conditions for 103D
- Exhibit F: Summary of HTA's FY 2027 Sports Strategic Plan
- Exhibit G: Listing of Sports Venues Statewide
- Exhibit H: Listing of HTA-funded Sports Events in FY 2026 & FY 2027

EXHIBIT A

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 B

HTA TRAVEL & ENTERTAINMENT POLICY

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

A. Travel Policy:

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

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

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

EXHIBIT C

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 in the second phase of multi-step bidding.

b. **BID PROPOSAL GUARANTY OR SECURITY**

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

c. **CONTRACT**

Contract means the combination of the solicitation, including the instructions to Offerors, the specifications or scope of work, the special provisions, and the general terms and conditions; the offer and any best and final offers; and any amendments to the solicitation or 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 MANAGER
Procurement Manager means the person with procurement delegation duly authorized to enter into and administer contracts and make written determinations with respect to the contract. The term includes an authorized representative acting within the limits of authority. The delegated authority is received from the chief procurement officer directly or through the head of a purchasing agency or designee to the procurement manager.
- p. PROPOSAL
A proposal means any offer submitted in response to any solicitation, except a bid as defined in section 1a.
- q. PURCHASING AGENCY
Purchasing agency means any governmental body which is authorized by law or rules, or by way of delegation to enter into contracts for 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 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 the following reasons including but not limited to the following: if the offer is unsigned by the Offeror, unless otherwise specified in the solicitation; if the required offer guaranty received separately from the offer is not identifiable as guaranty for a specific offer, or is received after the date and time set

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

8. STANDARDS OF CONDUCT

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

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

10. 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 and the State Comptroller has, in accordance with Section 103D-309, HRS, endorsed thereon a certificate that there is an appropriation or balance of an appropriation over and above all outstanding contracts, sufficient to cover the amount required by the contract; with the exception of a multi-term contract, whereby, the State Comptroller shall only be required to certify that there is an appropriation or balance of an appropriation over and above all outstanding contracts, that is sufficient to cover the amount required to be paid under the contract during the fiscal year or remaining portion of the fiscal year of each term of the multi-term 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.

11. 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.

12. 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.

13. RETURN OF OFFER GUARANTIES

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

14. 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.

15. 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 an 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.

16. PERSONAL LIABILITY OF PUBLIC OFFICIALS

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

EXHIBIT D

SPECIAL PROVISIONS

1. Coordination of Services by the State. Paragraph No. 1 of the attached General Conditions is amended to read as follows:
 - a. The Director of the Department of Business, Economic Development and Tourism is the head of the purchasing agency ("HOPA"). A designee assigned by the HOPA will coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract.
 - b. The CONTRACTOR will maintain communications with the assigned designee at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract.
2. Satisfactory Performance. Paragraph No. 2c of the attached General Conditions, entitled Relationship of Parties, is further clarified as follows:
 - a. Satisfactory Performance. CONTRACTOR acknowledges and agrees it shall be responsible for the satisfactory performance and supervision of the entire scope of work provided under this CONTRACT and conducted: in an efficient, timely, professional, and competent manner; in a cost-sensitive and economical manner; at all times and in all situations in the best interests of the HTA and the State of Hawai'i, commensurate with the highest standards of its profession and industry and in a manner that promotes and supports the public image, policies, programs, and goals of the HTA and the State of Hawai'i and their working relationships with all other persons, and with a long-term view toward fulfilling the mission and objectives of the HTA; within the fixed price budget constraints and the requirements provided in this CONTRACT; so that all work under this CONTRACT shall be given the highest priority within CONTRACTOR's organization; and to achieve or exceed the key performance measures provided in the approved proposal.
 - b. Acceptance Criteria. Each deliverable provided as part of the CONTRACTOR's scope of work, PROJECT, or CAMPAIGN shall be subject to acceptance by the HTA to verify that the deliverable satisfies the requirements and acceptance criteria as set forth in this CONTRACT. If no requirements or acceptance criteria are set forth with respect to a particular deliverable, the acceptance criteria for any such deliverable shall be based on the HTA's reasonable satisfaction therewith consistent with CONTRACTOR's obligations under this CONTRACT.
3. Hawai'i Compliance Express. Paragraph No. 2i of the attached General Conditions is further clarified as follows: The current "designated certification process" is Hawai'i Compliance Express. In lieu of presenting the separate certificates from the Departments of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, as outlined in Paragraphs 2e, 2g, and 2h of the General Conditions, the CONTRACTOR shall obtain and provide the HTA with a current Certificate of Vendor Compliance from the Hawai'i Compliance Express that is current prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the Certificate of Vendor Compliance as required for the final payment under section 103-53, HRS, as amended, and Paragraph 17 of these General Conditions.
4. Uniform Information Practices Act. Paragraph No. 24b of the attached General Conditions, entitled

Confidentiality of Material, is further clarified as follows: CONTRACTOR acknowledges and agrees that the HTA, as a government agency of the State of Hawai'i, United States, must comply with the provisions of the Hawai'i Uniform Information Practices Act ("UIPA"), codified as a body of law under chapter 92F, Hawai'i Revised Statutes, and that all documents maintained by the HTA are presumed to be subject to public disclosure unless otherwise exempt from public disclosure pursuant to specific exceptions provided by law. CONTRACTOR further acknowledges and agrees that as an HTA contractor receiving Public Funds, CONTRACTOR may also be required to comply with the UIPA by making documents maintained by CONTRACTOR in its offices and related to the performance of this CONTRACT available for public inspection unless otherwise deemed proprietary and confidential.

5. Conflicts of Interest. Paragraph No. 5 of the attached General Conditions is further clarified as follows: Contractor acknowledges and agrees that it has represented to HTA, and HTA has justifiably relied upon such representation, that Contractor is duly authorized, by law and in equity, to conduct the project described in the Proposal under the trade name or other name commonly understood for the Project. Contractor shall avoid all conflict 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.
6. Limited License to Use Intellectual Property. Paragraph No. 26 of the attached General Conditions is clarified as follows: The STATE hereby grants to the CONTRACTOR, a non-exclusive limited license during the time of performance for this Contract only, and for the purposes outlined in this contract only, as provided herein, to use any designated intellectual property, including any domain name, trade name, service mark, tag line, or logo (hereinafter referred to cumulatively as "Licensed Property"), which is owned, copyrighted, registered, patented, or reserved by the HTA, for the purpose of promoting and marketing Hawai'i as a visitor destination and in a manner consistent with the "Hawai'i Tourism Authority Strategic Plan 2020-2025," incorporated herein by reference, and with any other brand marketing and management plans. The contractor covenants and agrees that its use of the Licensed Property shall be of high standards and of high quality, style, and appearance and that contractor shall, at all times, maintain, increase, or enhance the goodwill associated with the Licensed Property. The contractor shall not authorize, assign, or grant any interest in the Licensed Property without the state's prior written consent.
7. Conflict Resolution. Notwithstanding any provisions or representations to the contrary, any conflict among the various provisions of this Contract shall be resolved by allowing the various provisions in the following documents, in order of priority, to control:
 1. Hawai'i law; then
 2. This Contract and Attachments-S1 to Attachment-S4, as modified, amended, or changed in writing; then
 3. The General Conditions, attached hereto and incorporated herein; then
 4. The CONTRACTOR's budget approved by STATE; then
 5. The RFP, as amended; then
 6. The accepted PROPOSAL; then
 7. Course of conduct; then
 8. Course of dealing; then
 9. General principles of government contracting; then
 10. Visitor Industry marketing practices.
8. 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.
9. Entertainment & Travel Policy. As a State agency, the HTA is required to inform offerors of Hawai'i Administrative Rules §3-123-9, regarding entertainment, and the requirement to follow the HTA's travel policy that is informed by the State ethics code. The HTA will require the offeror to take measures to ensure that all entertainment related to the HTA Contract work plan is appropriate and allowable, and not

in violation of applicable law. Further, if elements of the contractor's travel policy fall outside of the HTA travel policy, HTA will require the contractor to take measures to ensure that all travel related to HTA work does not violate State ethics laws.

- a. Entertainment: HAR §3-123-9, provides the following guidelines:
 - i. Entertainment costs are unallowable and include costs of amusements, social activities, and incidental costs as meals, beverages, lodging and transportation, and gratuities.
 - ii. 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.
- b. See HTA's travel policy, attached as the Exhibit entitled "HTA Travel Policy." HTA reserves the right to review CONTRACTOR's travel arrangements.

10. 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; act 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.)*

11. Uniform Information Practices Act. Paragraph No. 24b of the attached General Conditions, entitled Confidentiality of Material, is further clarified as follows: CONTRACTOR acknowledges and agrees that the HTA, as a government agency of the State of Hawai‘i, United States, must comply with the provisions of the Hawai‘i Uniform Information Practices Act ("UIPA"), codified as a body of law under chapter 92F, Hawai‘i Revised Statutes, and that all documents maintained by the HTA are presumed to be subject to public disclosure unless otherwise exempt from public disclosure pursuant to specific exceptions provided by law. CONTRACTOR further acknowledges and agrees that as an HTA contractor receiving Public Funds, CONTRACTOR may also be required to comply with the UIPA by making documents maintained by CONTRACTOR in its offices and related to the performance of this CONTRACT available for public inspection unless otherwise deemed proprietary and confidential.
12. Conflicts of Interest. Paragraph No. 5 of the attached General Conditions is further clarified as follows: Contractor acknowledges and agrees that it has represented to HTA, and HTA has justifiably relied upon such representation, that Contractor is duly authorized, by law and in equity, to conduct the project described in the Proposal under the trade name or other name commonly understood for the Project. Contractor shall avoid all conflict 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.
13. Limited License to Use Intellectual Property. Paragraph No. 26 of the attached General Conditions is clarified as follows: The STATE hereby grants to the CONTRACTOR, a non-exclusive limited license during the time of performance for this Contract only, and for the purposes outlined in this contract only, as provided herein, to use any designated intellectual property, including any domain name, trade name, service mark, tag line, or logo (hereinafter referred to cumulatively as “Licensed Property”), which is owned, copyrighted, registered, patented, or reserved by the HTA, for the purpose of promoting and marketing Hawai‘i as a visitor destination and in a manner consistent with the “Hawai‘i Tourism Authority Strategic Plan 2020-2025,” incorporated herein by reference, and with any other brand marketing and management plans. The contractor covenants and agrees that its use of the Licensed Property shall be of high standards and of high quality, style, and appearance and that contractor shall, at all times, maintain, increase, or enhance the goodwill associated with the Licensed Property. The contractor shall not authorize, assign, or grant any interest in the Licensed Property without the state’s prior written consent.
14. 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:
 11. Hawai‘i law; then
 12. This Contract and Attachments-S1 to Attachment-S4, as modified, amended, or changed in writing; then
 13. The General Conditions, attached hereto and incorporated herein; then
 14. The CONTRACTOR’s budget approved by STATE; then
 15. The RFP, as amended; then
 16. The accepted PROPOSAL; then
 17. Course of conduct; then
 18. Course of dealing; then
 19. General principles of government contracting; then
 20. Visitor Industry marketing practices.
15. 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.
16. Entertainment & Travel Policy. As a State agency, the HTA is required to inform offerors of Hawai‘i Administrative Rules §3-123-9, regarding entertainment, and the requirement to follow the HTA’s

travel policy that is informed by the State ethics code. The HTA will require the offeror to take measures to ensure that all entertainment related to the HTA Contract work plan is appropriate and allowable, and not in violation of applicable law. Further, if elements of the contractor's travel policy fall outside of the HTA travel policy, HTA will require the contractor to take measures to ensure that all travel related to HTA work does not violate State ethics laws.

c. Entertainment: HAR §3-123-9, provides the following guidelines:

- iii. Entertainment costs are unallowable and include costs of amusements, social activities, and incidental costs as meals, beverages, lodging and transportation, and gratuities.
- iv. 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.

d. See HTA's travel policy, attached as the Exhibit entitled "HTA Travel Policy."
HTA reserves the right to review CONTRACTOR's travel arrangements.

17. 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; act 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 E

General Conditions for 103D

HAWAI'I REVISED STATUTES (HRS) CHAPTER 103D

(Updated July 2017)

Attached are the General Conditions, dated July 2017 which are made a part of all offers in response to the solicitation for goods and services. These provisions are in addition to the special provisions provided in the individual solicitations. Offerors 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.

EXHIBIT F

Summary of HTA's FY 2027 Sports Strategic Plan

1. Introduction & Core Purpose

The Hawai'i Tourism Authority (HTA) leverages sports to expand Hawai'i's global market reach, enhance the local economy, and drive community togetherness. We see Hawai'i as a premier destination for a multitude of sports and events, which can be paired with the islands' rich culture and natural beauty to create everlasting memories and experiences. HTA's purpose is to attract, activate, and expand sports events that provide maximum value to Hawai'i through three core pillars: community value, brand alignment, and economic impact. HTA's goal is to increase brand awareness, marketing exposure, and corporate partnerships while outcompeting rival travel destinations. To accomplish this, HTA intends to increase sports-related visitor travel and direct visitor spending, strengthen its brand visibility in target markets across the Americas, Asia, and the Pacific, and increase both the number and overall quality of sporting events held statewide.

2. The Current Sports Tourism Climate

The current climate in sports is an ever-growing landscape, with grassroots sports alone surpassing \$11.4 billion in annual domestic economic impact. The sports space is becoming more competitive than ever, with new stadiums and venues popping up across the country as sports become increasingly engrained in everyday culture.

3. HTA Strategic Interventions

In order to effectively compete, HTA has developed several key strategies. First and foremost, Hawai'i must select and maintain its current cornerstone events to show prospectors that the state is fully capable of retaining and continually executing large-scale operations. To maximize the economic effectiveness of these events, HTA will work to schedule them during predicted visitor downtimes, thereby boosting total yearly visitor numbers and maintaining economic balance. Not only will HTA promote these events as primary reasons to travel, but it will also use the events themselves to market the islands and local communities, delivering increased economic activity to residents.

4. Portfolio and Venue Management

HTA's current sports portfolio is built upon the backbone of major sporting organizations like the WSL, LPGA, and NFL, alongside collegiate athletics like the Maui Invitational and Hawai'i Bowl, and major community events such as the Honolulu Marathon and the IronMan World Championship. Moving forward, HTA's new targets are set on driving in travelers with high amounts of disposable income through culturally aligned events.

To properly host these sporting events, robust infrastructure is required. The majority of Hawai'i's primary venues are located on O'ahu and Maui, with additional facilities available on Hawai'i Island and Kaua'i. These consist of a strategic mix of public and private venues capable of serving a multitude of athletic and logistical purposes.

5. Funding Lifecycle and Procurement Timeline

HTA's operating budget is determined by the 2026 State Legislative Session and confirmed by the

Governor by July 1, 2026. Funds are then formally allocated from the State to HTA by September 2026, at which point HTA can begin procuring events taking place for the following calendar year (January to December 2027). This timeline ensures that sponsors have a full 12 months prior to event dates to promote their partnership with HTA, maximizing marketing value.

To facilitate this, HTA will release Requests for Proposals (RFPs) in August 2026 for events scheduled to take place in Calendar Year 2027. These proposals are due 60 days later in October 2026. After being thoroughly evaluated and scored by the Sports Selection Committee, the final awards will be officially announced in November 2026.

6. Evaluation and Performance Metrics

Within each submitted proposal, HTA evaluates the potential tournament or event based on community benefit, brand alignment, and economic impact. Once an event is completed, HTA conducts post-event performance evaluations utilizing those exact same three categories to systematically measure actual resident sentiment, media reach, and direct visitor spend.

7. Long-Term Strategic Planning

To guide future multi-year partnership strategies, HTA will also execute a legislatively funded \$350,000 sports tourism study during Fiscal Year 2027. This research will evaluate venue lifecycles (like the new Aloha Stadium), community readiness, and Olympic-level training site feasibility. The findings will culminate in a comprehensive report with strategic recommendations and proposed legislation for submission to the State Legislature by the strict deadline of May 31, 2027.

EXHIBIT G

FY26 Scheduled Events

HTA Sports Partnerships for Fiscal Year 2026 (FY26 funds)																	
July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026	April 2026	May 2026	June 2026	Fiscal Year 2026 Total					
\$ 130,000.00	\$ 100,000.00	\$ 140,000.00	\$ 650,000.00	\$ 330,000.00	\$ 412,000.00	\$ 1,850,567.00	\$ 25,000.00	\$ 10,000.00	\$ 50,000.00	\$ 307,000.00	\$ 80,000.00	\$ 4,064,567.00					
			LPGA- Lotte			PGA- Sony Open							*this color for partnerships with major sports organizations				
			\$ 250,000.00			\$ 913,999.00											
			WSL Series- Sunset Pro	WSL Series- Haleiwa Pro	WSL Series - Pipe Pro	WSL Series- Pipe Challenger					Big West/UH Partnership (volleyball & baseball)	WSL Series- Surf into Summer	*this color for partnerships with collegiate conferences				
			\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00					\$ 267,000.00	\$ 60,000.00					
			IRONMAN World Championship Island: Hawaii	Maui Invitational Island: Maui	Hawaii Bowl Island: Oahu	PGA- Mitsubishi					Maui Marathon & Half Marathon Island: Maui	AccessSurf's Hawaii Adaptive Surfing Championships Island: Oahu	*this color for sports tournaments & events on Oahu				
			\$ 250,000.00	\$ 250,000.00	\$ 132,000.00	\$ 531,568.00					\$ 30,000.00	\$ 20,000.00					
Moloka'i 2 O'ahu Paddleboard World Championships	Duke Kahanamoku OceanFest Island: Oahu			Moloka'i Hoe Championship Outrigger Canoe Race Island: Molokai & Oahu	Honolulu Marathon Island: Oahu Attendance: 40,000 Media: ESPN	NFL- Rams			Zippy's Hawaii Esports Invitational Island: Oahu	Honolulu Hapalua (w/marathon) Island: Oahu	Honolulu Finals: The World Cup of Interscholastic Surfing Island: Maui	Luau- Hawaii's Largest Grass Volleyball Event Island: Oahu	*this color for sports tournaments & events on Hawaii Island				
\$ 40,000.00	\$ 60,000.00			\$ 90,000.00	\$ 200,000.00	\$ 250,000.00			\$ 10,000.00	\$ -	\$ 20,000.00	\$ 20,000.00					
Molokai Molokai Island: Molokai	Kauai Marathon & Half Marathon Island: Kauai	Na Wahine O Ke Kai Outrigger Canoe Race Island: Molokai & Oahu			Hoops in Hawaii Classic Island: Oahu	TransPacific Volleyball Championships Island: Oahu	Hawaii Club Volleyball Championship Series Island: Oahu	Hawaii Club Volleyball Championship Series Island: Oahu	Hawaii Club Volleyball Championship Series Island: Oahu	Hawaii Club Volleyball Championship Series Island: Oahu				*this color for sports tournaments & events on Maui			
\$ 35,000.00	\$ 40,000.00	\$ 90,000.00			\$ 20,000.00	\$ 95,000.00	\$ 25,000.00	\$ -	\$ -	\$ -							
Oahu Hawaiian Canoe Racing Association Racing Program Island: Oahu	Oahu Hawaiian Canoe Racing Association Racing Program Island: Oahu	Queen Liliuokalani Outrigger Canoe Race Island: Hawaii			Polynesian Football Hall of Fame & Polynesian Bowl Island: Oahu			Oahu Hawaiian Canoe Racing Association Racing Program Island: Oahu	Oahu Hawaiian Canoe Racing Association Racing Program Island: Oahu	Oahu Hawaiian Canoe Racing Association Racing Program Island: Oahu	Oahu Hawaiian Canoe Racing Association Racing Program Island: Oahu			*this color for sports tournaments & events on Molokai & Oahu			
\$ 30,000.00	\$ -	\$ 50,000.00			\$ -			\$ -	\$ -	\$ -	\$ -						
Garden Island Boogie Board Classic & Hubb Keiki Fest Island: Kauai & Oahu													*this color for sports tournaments & events on Kauai				
\$ 25,000.00																	
July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026	April 2026	May 2026	June 2026						

FY27 Scheduled Events

HTA Potential Sports Partnerships for Calendar Year 2027 (FY27 funds)

January 2027	February 2027	March 2027	April 2028	May 2027	June 2027	July 2027	August 2027	September 2027	October 2027	November 2027	December 2027	Fiscal Year 2027 Total	FY27 Sig Events (1)
\$ 1,800,000.00	\$ 25,000.00	\$ 40,000.00	\$ 1,300,000.00	\$ 40,000.00	\$ 80,000.00	\$ 300,000.00	\$ 100,000.00	\$ 140,000.00	\$ 700,000.00	\$ 310,000.00	\$ 412,000.00	\$ 9,892,000.00	\$ -
PGA- Sony Open									PGA- Lema				
\$ 600,000.00									\$ 300,000.00				
PGA- Mitsubishi			Women's Flag Football		WSL Series- Surf Into Summer	NFL			WSL Series- Sunset Pro	WSL Series- Malahua Pro	WSL Series- Pipe Pro		
\$ 260,000.00			\$ 3,000,000.00		\$ 80,000.00	\$ 750,000.00			\$ 60,000.00	\$ 80,000.00	\$ 60,000.00		
NFL			Big West/NIH Partnership (volleyball & baseball)							Maul Invitational Island: Maui	Honolulu Bowl Island: Oahu		
\$ 750,000.00			\$ 500,000.00							\$ 250,000.00	\$ 150,000.00		
WSL Series- Pipe Challenger			Honolulu Hapalaia (w/ marathon) Island: Oahu	AccessSurf's Hawaii Adaptive Surfing Championships Island: Oahu			Duke's Kahanamoku OceanFest Island: Oahu		IRONMAN World Championship Island: Hawaii				
\$ 60,000.00			\$ -	\$ 20,000.00			\$ 60,000.00		\$ 250,000.00				
TransPacific Volleyball Championships Island: Oahu			Maul Marathon & Half Marathon Island: Maui	Honolulu Triathlon: The World Cup of Interscholastic Surfing Island: Maui			Kauai Marathon & Half Marathon Island: Kauai	No Wubine O'Kea Kai Outrigger Canoe Race Island: Molokai & Oahu			Honolulu Marathon Island: Oahu Attendance: 40,000 Media: ESPN		
\$ 95,000.00			\$ 50,000.00	\$ 20,000.00			\$ 40,000.00	\$ 90,000.00				\$ 200,000.00	
Polyhesian Football Hall of Fame & Polyhesian Bowl Island: Oahu	Hawaii Club Volleyball Championship Series Island: Oahu	Hawaii Club Volleyball Championship Series Island: Oahu	Hawaii Club Volleyball Championship Series Island: Oahu	Hawaii Club Volleyball Championship Series Island: Oahu	Lower Hawaii's Largest Grass Volleyball Event Island: Oahu	Molokai 2 Oahu Paddleboard World Championships		Queen Libby's Island Outrigger Canoe Race Island: Hawaii	Molokai Hoe Championship Outrigger Canoe Race Island: Molokai & Oahu		Hoops In Hawaii Classic Island: Oahu		
\$ 100,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ 40,000.00		\$ 50,000.00	\$ 90,000.00		\$ 20,000.00		
		Oahu Hawaiian Canoe Racing Association Racing Program Island: Oahu	Oahu Hawaiian Canoe Racing Association Racing Program Island: Oahu	Oahu Hawaiian Canoe Racing Association Racing Program Island: Oahu	Oahu Hawaiian Canoe Racing Association Racing Program Island: Oahu	Molokai Molokai Island: Molokai							
		\$ 50,000.00	\$ -	\$ -	\$ -	\$ 35,000.00							
		Zippy's Hawaii Experts Invitational Island: Oahu	Hulu Aloha Series Island: Oahu	Hulu Aloha Series Island: Oahu		Oahu Hawaiian Canoe Racing Association Racing Program Island: Oahu	Oahu Hawaiian Canoe Racing Association Racing Program Island: Oahu						
		\$ 15,000.00	\$ 20,000.00	\$ -		\$ -							
						Garden Island Boogie Board Classic & Hobbs Field Fest Island: Kauai & Oahu							
						\$ 25,000.00							
January 2027	February 2027	March 2027	April 2028	May 2027	June 2027	July 2027	August 2027	September 2027	October 2027	November 2027	December 2027	Fiscal Year 2027 Total	

EXHIBIT H

Listing of Sports Venues Statewide

Location:	Description:	Size:	Seats:	Sports & Activity:	Address:
O'ahu					
Central O'ahu Regional Park	Central O'ahu Regional Park is the newest addition of sports facilities to the island of O'ahu. The park is spread over 269 acres and has extensive lighting, which allows games to be held day or night.	269 Acres	2,200	Archery, Baseball, Soccer, Softball, Tennis, Swimming & Diving	94-801 Kamehameha Highway, Waipahu, HI 96797
Diamond Head Tennis Courts	Regional Park. With ten tennis courts and one stadium size court, it is capable of putting on tennis tournaments of any size.	10 Fields/Courts	1,000	Tennis	3908 Paki Avenue, Honolulu, HI 96815
Kapi'olani Regional Park	Kapi'olani Regional Park, in the shadow of Diamond Head, is approximately 140 acres in size.	140 Acres / 14 Courts/Fields		Tennis, Soccer, Volleyball, Baseball, Rugby	3840 Paki Ave, Honolulu, HI 96815
Neil S. Blaisdell Center	The multi-purpose arena is a circular performance facility, which can seat up to 8,800 people for certain events.		8,800	Basketball, Indoor Football, Volleyball	777 Ward Avenue, Honolulu, HI 96814
Waipi'o Soccer Complex	Waipi'o Soccer Complex was originally designed to be able to host the Western Regional Tournaments in the State of Hawai'i. With 20 fields and one stadium that has 5,000 seats.	288 Acres / 21 Soccer fields	5,000	Soccer, Flag Football	93-061 Waipi'o Access Road, Waipahu, HI 96797
Bankoh Arena at Stan Sheriff Center	The Bankoh Arena at the Stan Sheriff Center is a 10,300-seat multi-purpose arena on the UH Manoa Campus.		10,300	Basketball, Volleyball	1355 Lower Campus Rd, Honolulu, HI 96822
Maui					

Kalama Park	Kalama Park is a spacious and diverse park complex suitable for organized sporting events on Maui. In addition to beach access, the 36-acre park is home to a variety of athletic fields.	36 Acres / 10 Fields/Courts		Baseball, Softball, Basketball, Tennis	1900 South Kīhei Road, Kīhei, HI 96753
Kīhei Aquatic and Community Center	Featuring an Olympic-sized competition pool, warm-up and rest pools, scoreboard, meeting/hospitality rooms for officials.	7 Acres / 2 Fields/Courts	600	Swimming & Diving	303 East Līpoa Street, Kīhei, HI 96753
Lahaina Civic Center	Each November, the Lahaina Civic Center is home to the Southwest Airlines Maui Invitational.	21 Acres / 6 Courts	2,400	Basketball, Volleyball, Gymnastic, Tennis	1840 Honoapiʻilani Highway, Lahaina, HI 96761
Royal Lahaina Tennis Ranch & Stadium	Located along Maui's beautiful Ka'anapali Beach, minutes from shopping, dining, nightlife and lodging, this beautiful tennis facility has 11 lit courts and one stadium center court seating up to 2,000 people.	11 Fields/Courts	3,000	Tennis, Pickleball	2780 Keka'a Drive, Lahaina, HI 96761
Wailea Tennis Club	The Wailea Tennis Club, the premier Maui tennis club, is located in the heart of Wailea on the south coast of Maui.	11 Fields/Courts	1,000	Tennis, Pickleball	131 Wailea Ike Place, Wailea, HI 96753
War Memorial Complex & Keopuolani Regional Park	The War Memorial Complex is the largest sports and recreation facility in the Maui Parks system. Featuring a 20,000-seat stadium, a multi-purpose gymnasium, an open-air competition pool.	6 Acre/7 Fields/Courts		Baseball, Football, Soccer, Softball, Swimming & Diving	700 Hali'a Nakoa Street, Unit 2, Wailuku, HI 96763
Hawai'i Island					
Hoʻolulu Complex	Located on the island of Hawai'i, Hoʻolulu Complex allows you many possibilities.	104 Acres / 8 Fields/Courts	3,500	Baseball, Softball, Basketball, Volleyball, Tennis	350 Kalanikoa Street, Hilo, HI 96720
Hilton Waikoloa	This is one of the best tennis facilities on the island of	8 Fields/Courts	432	Tennis, Pickleball	69-425 Waikoloa Beach Drive,

Village	Hawai'i. It is surrounded by a beautiful garden setting and has eight courts and one professional-level stadium court.				Waikoloa, HI 96738
Kailua Park Complex	On the west side of the island of Hawai'i, you can host a variety of sports while in close proximity to the beautiful town of Kona.	5 Fields/Courts		Baseball, Basketball, Volleyball, Soccer	75-5500 Kuakini Highway, Kailua-Kona, HI 9745
Kaua'i					
Vidinha Stadium	Near Kaua'i's Līhu'e Airport, there is a multi-purpose stadium ready to host events both large and small. This is the best and largest sports complex on the island and hosts a number of amateur sports day and night.	34 Acres / 5 Fields/Courts	5,000	Baseball, Football, Soccer, Track & Field	3170 Ho'olako Street, Līhu'e, HI 96766