



**RELEASE DATE: October 5, 2026**

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

**REQUEST FOR PROPOSALS  
RFP NO. 27-16  
(NOTICE TO OFFERORS)**

**DEVELOPMENT OF STATEWIDE HAWAI'I AGRITOURISM STUDY AND PLAN**

**OFFERS ARE DUE AT 2:00 P.M. HAWAI'I STANDARD TIME (HST) ON**

**November 6, 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 HAWAI'I ePROCUREMENT SYSTEM  
(HiePRO) ONLY.**

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

## TABLE OF CONTENTS

|                                                                   |    |
|-------------------------------------------------------------------|----|
| SECTION ONE: INTRODUCTION, TERMS AND ACRONYMS, AND KEY DATES..... | 3  |
| SECTION TWO: BACKGROUND AND SCOPE OF WORK .....                   | 8  |
| SECTION THREE: PROPOSAL CONTENT AND SUBMISSION .....              | 15 |
| SECTION FOUR: EVALUATION CRITERIA.....                            | 23 |
| SECTION FIVE: CONTRACT AWARD .....                                | 29 |
| SECTION SIX: ATTACHMENTS AND EXHIBITS.....                        | 34 |

- Attachment 01: Offeror Check List
- 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

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                                                                                                                                                                                               |
| 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                                                                                                                                                                                 |
| 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.                                                                                                                               |
| 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](mailto: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 HlePRO, 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 HlePRO 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 HlePRO. Refer to the “Instructions” tab in the HlePRO 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 HlePRO. 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 HlePRO. 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 HlePRO to obtain any RFP addenda or other information relating to the RFP.
- 1.3.6** Tyler Hawai‘i is the vendor contracted by the State of Hawai‘i to provide the HlePRO application only and cannot respond to any questions regarding procurement or a particular solicitation. Payment must be made to Tyler Hawaii within thirty (30) days from receipt of invoice. The invoice is generated based on the date the award is posted.

#### **1.4 RFP SCHEDULE AND SIGNIFICANT DATES**

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

|                                                                    |                                       |
|--------------------------------------------------------------------|---------------------------------------|
| Release of Request for Proposals                                   | October 5, 2026                       |
| Deadline to Submit Written Questions (must be submitted in HlePRO) | October 8, 2026 @ 2:00 PM HST         |
| State’s Response to Written Questions (will be posted in HlePRO)   | October 15, 2026                      |
| Deadline to Submit Notice of Intent to Offer                       | October 22, 2026 @ 2:00 PM HST        |
| <b>Proposal Due Date/Time, Evaluation Period Begins</b>            | <b>November 6, 2026 @ 2:00 PM HST</b> |

|                                                             |                           |
|-------------------------------------------------------------|---------------------------|
| Priority Listed Offeror Selection & Notification (estimate) | Week of November 9, 2026  |
| Best and Final Offer Deadline (if necessary) (estimate)     | Week of November 9, 2026  |
| Notice of Award (estimate)                                  | Week of November 16, 2026 |
| Start of Contract Performance (estimate)                    | Week of November 16, 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](mailto:procurement@gohta.net) with “HTA RFP 27-16 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

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

## 1.8 CANCELLATION

The RFP may be canceled, and any or all proposals rejected in whole or in part, without liability to the State, when it is determined to be in the best interest of the State, pursuant to HRS 103D-308 and HAR §3-122-96 thru §3-122-97.

## 1.9 WEBSITE REFERENCE

| Item                                  | Website                                                                                                                                                                 |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Hawai'i Electronic Procurement System | <a href="https://hiepro.ehawaii.gov/welcome.html">https://hiepro.ehawaii.gov/welcome.html</a>                                                                           |
| HTA Website                           | <a href="https://hta.hawaii.gov/">https://hta.hawaii.gov/</a>                                                                                                           |
| Ma'ema'e Toolkit                      | <a href="https://hta.hawaii.gov/what-we-do/tools-resources/ma%CA%BBema%CA%BB-toolkit/">https://hta.hawaii.gov/what-we-do/tools-resources/ma%CA%BBema%CA%BB-toolkit/</a> |
| Hawai'i Compliance Express (CVC)      | <a href="https://vendors.ehawaii.gov/">https://vendors.ehawaii.gov/</a>                                                                                                 |

|                                                |                                                                                                                                                                                       |
|------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| eHawaii.gov YouTube Channel                    | <a href="https://www.youtube.com/user/eHawaiigov1/videos">https://www.youtube.com/user/eHawaiigov1/videos</a>                                                                         |
| Hawai'i State General Conditions               | <a href="https://hiepro.ehawaii.gov/static-resources/103D-1%20General%20Conditions.pdf">https://hiepro.ehawaii.gov/static-resources/103D-1%20General%20Conditions.pdf</a>             |
| HRS Chapter 201B HRS. HTA's inception statute. | <a href="https://www.capitol.hawaii.gov/hrscurrent/vol04_ch0201-0257/HRS0201B/HRS_0201B-.htm">https://www.capitol.hawaii.gov/hrscurrent/vol04_ch0201-0257/HRS0201B/HRS_0201B-.htm</a> |

*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”) is seeking proposals from qualified firms or individuals to conduct and develop a Statewide Hawai‘i Agritourism Study and Plan. The purpose of this solicitation is to develop a data-informed, policy-relevant, and implementation-oriented framework to support the responsible development of agritourism in Hawai‘i. HTA does not seek to duplicate prior agritourism research or require a large-scale new primary research study. The Offeror shall build upon existing work, update or supplement prior findings where necessary, and translate the existing body of research into a concise, implementation-oriented statewide framework.

Agritourism has the potential to support local farmers, strengthen regional economies, diversify visitor experiences, increase direct farm-to-consumer connections, and advance destination management objectives. At the same time, agritourism must be planned and managed carefully to preserve Hawai‘i’s agricultural and rural character, ensure appropriate usage of agricultural lands, protect natural and cultural resources, and address community concerns related to traffic, infrastructure, visitor impacts, and neighborhood compatibility.

The Hawai‘i Agritourism Study (“Study”) shall be conducted to understand the current landscape of agritourism throughout the Hawaiian Islands; identify opportunities and challenges for farmers and businesses in agritourism or wanting to pursue agritourism; inform the creation of HTA-led programs; review State and County land use laws and policies; and provide recommendations to promote, facilitate, and support agritourism in the State. The study will inform the development of a comprehensive State approach to develop and promote agritourism while preserving Hawai‘i’s agricultural and rural character and increasing Hawai‘i’s food production.

The Hawai‘i Agritourism Plan (“Plan”) shall be developed as a comprehensive State approach to promote agritourism in alignment with stakeholder priorities and feasibility of implementation identified and assessed in the creation of the Hawai‘i Agritourism Study.

The scope of the Study and Plan shall cover the State of Hawai‘i, including the islands of and Kaua‘i, O‘ahu, Maui, Moloka‘i, Lāna‘i, and Hawai‘i Island. The Offeror shall complete the work in a manner that is suitable for use by State and County policymakers; grounded in existing research, stakeholder input, and available data; sensitive to Native Hawaiian cultural values, community context, agricultural land protection, rural character, and destination management priorities; and clear enough to support future implementation, funding decisions, partner coordination, and performance tracking.

The tasks and deliverables below identify the minimum required outcomes of the contract. Offerors are expected to propose a methodology, work plan, staffing approach, and schedule sufficient to complete the Study and Plan within the available budget and contract term. The Offeror may recommend refinements to the sequence, format, and methods of work, subject to HTA review and approval, provided that all required deliverables and objectives are satisfied.

### **2.2 SCOPE OF WORK**

The successful Offeror shall conduct a Statewide Hawai‘i Agritourism Study and Plan under the supervision of, and in collaboration with HTA. The Offeror shall provide the following services:

#### **1. Project Initiation, Work Plan, and Management**

The Offeror shall participate in a project kickoff meeting with HTA and prepare a work plan that

confirms the project objectives, methodology, schedule, deliverables, communication procedures, stakeholder engagement approach, working group approach, and review points.

The Offeror shall participate in regular coordination meetings with HTA and provide progress updates throughout the contract period.

Deliverables:

- Project kickoff meeting
- Final project work plan and timeline
- Stakeholder engagement and working group approach
- Progress updates and meeting summaries, as requested by HTA

## **2. Background Research, Literature Review, and Existing Conditions Summary**

The Offeror shall review and synthesize existing agritourism-related studies, guidebooks, policy analyses, plans, data sources, and implementation resources relevant to Hawai‘i. The review shall identify what is already known, what remains unresolved, what may be outdated, and what additional information is needed to support implementation.

The review may include, as applicable, existing research on agritourism definitions and typologies; farmer and operator readiness; County permitting and land use frameworks; visitor demand and market opportunity; agricultural viability; food systems; rural economic development; community impacts; Native Hawaiian cultural considerations; environmental considerations; and destination management alignment.

The Offeror shall also prepare a concise review of State and County laws, ordinances, policies, and permitting frameworks relevant to agritourism, including differences among Counties that may affect farmer adoption, compliance, business planning, or visitor-facing product development.

Deliverables:

- Draft Hawai‘i Agritourism Study
- Final Hawai‘i Agritourism Study
- County-by-County policy and regulatory summary matrix
- Summary of key findings, unresolved issues, and implementation gaps

## **3. Stakeholder Engagement and Working Group Facilitation**

The Offeror shall support HTA in convening and facilitating a statewide agritourism working group to provide technical, policy, agricultural, industry, and community-informed input into the Study and Plan. The working group is intended to review existing barriers and opportunities, validate findings from prior research, identify implementation priorities, and inform recommendations to support responsible agritourism development in Hawai‘i.

Working group participants may include representatives from State agencies, County governments, agricultural organizations, farmers and ranchers, existing or prospective agritourism operators, Native Hawaiian practitioners and ‘āina-based organizations, visitor industry partners, technical assistance providers, and other stakeholders identified by HTA or proposed by the Offeror. The Offeror shall propose the working group structure, meeting schedule, facilitation approach, and stakeholder engagement methods for HTA review and approval.

In addition to facilitating the statewide agritourism working group, the Offeror shall conduct targeted outreach and gather supplemental input as needed to achieve statewide coverage, obtain farmer and operator perspectives, clarify island- or County-specific issues, and support actionable policy and

implementation recommendations. The Offeror shall design engagement methods to obtain practical and policy-relevant input within the available budget and contract period. Engagement methods may include interviews, surveys, focus groups, listening sessions, facilitated discussions, technical consultations, written comment opportunities, or other methods appropriate to the budget and schedule.

The Offeror shall coordinate and consult with HTA-designated subject-matter advisors and other relevant partner organizations, as directed by HTA, during the development of the Study and Plan. Consultation may include advice and feedback on outreach to agritourism operators, interpretation of prior research, industry trends, emerging opportunities, operational challenges, technical assistance needs, and policy or industry considerations. Such consultation shall be advisory in nature and shall not relieve the Offeror of responsibility for all required deliverables.

Deliverables:

- Working group meeting materials
- Working group meeting summaries
- Stakeholder outreach and technical input summary
- Documentation of how stakeholder and working group input informed the Study, Plan, and recommendations

#### **4. Hawai'i Agritourism Plan and Policy Recommendations**

The Offeror shall prepare a Hawai'i Agritourism Plan that translates the Study findings, working group input, and policy review into a practical statewide implementation framework.

The Plan shall include, but not be limited to:

- Vision and guiding principles;
- Statewide agritourism goals and strategic priorities;
- Summary of key findings and implementation gaps;
- Policy and regulatory recommendations;
- Programmatic recommendations;
- Recommended actions by fiscal year or implementation phase;
- Lead and supporting partner roles;
- Funding, resource, and implementation considerations;
- Community impact, cultural, agricultural land protection, and visitor management considerations;
- Baseline metrics and recommended data collection framework;
- Recommended next steps for HTA and partner organizations.
- Recommendations shall distinguish between actions HTA may directly implement, actions HTA may support through partnership, actions requiring County action, actions requiring State agency action, and actions that may require legislative, administrative, funding, or future procurement decisions.

Deliverables:

- Draft Hawai'i Agritourism Plan
- Revised Draft Hawai'i Agritourism Plan, if requested by HTA
- Final Hawai'i Agritourism Plan
- Policy recommendations matrix
- Fiscal year (FY) or phased implementation roadmap (at minimum, including FY2027-2030)
- Partner roles and responsibilities summary
- Baseline metrics and data collection framework

## 5. Final Presentations and Closeout Materials

The Offeror shall prepare final presentation materials suitable for HTA leadership, the HTA Board, State and County partners, working group participants, or other stakeholders as directed by HTA.

Final materials shall be written in a professional style appropriate for State use, use proper Hawaiian orthography, and include citations, methodology notes, and source documentation sufficient to support findings and recommendations. Final materials shall be provided in editable format and PDF format, as applicable.

Deliverables:

- Final presentation deck
- Executive summary or policy brief
- Final editable files, PDF files, matrices, appendices, and supporting materials
- Final report/presentation(s) to HTA

### 2.3 PERFORMANCE MEASURES

By setting clear KPIs and performance measures, HTA can ensure that the selected vendor's efforts are directly contributing to the organization's goals and objectives, while also providing measurable indicators of successful contract performance. The Successful Offeror shall meet or exceed these standards for all services performed under the Contract, including project management, background research and writing, stakeholder engagement, working group facilitation, policy analysis, reporting, presentations, and final deliverables.

KPIs may include:

- Adherence to the agreed-upon project schedule, including key milestones, working group meetings, draft deliverables, reporting deadlines, review periods, and approval checkpoints.
- Timeliness of completion of the project work plan, stakeholder engagement approach, working group framework, research methodology, and deliverable schedule.
- Timeliness and quality of written reports, summaries, presentations, and other deliverables submitted to HTA.
- Effective facilitation of the statewide agritourism working group and documentation of working group input.
- Quality of the Hawai'i Agritourism Study, including synthesis of existing research, identification of key findings, and assessment of data, policy, coordination, and implementation gaps.
- Quality and sufficiency of supplemental stakeholder outreach to achieve statewide coverage and support actionable policy and implementation recommendations.
- Quality and feasibility of policy recommendations, programmatic recommendations, implementation actions, partner roles, and recommended next steps.
- Development of a practical baseline metrics and data collection framework.

### 2.4 COMPENSATION

This is a Fixed-Price contract, inclusive of all taxes and expenses, for an amount not to exceed **ONE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$140,000.00 USD)**, tax inclusive, for the contract period and shall be funded with U.S. Economic Development Administration Funds (EDA).

- Contract period of six (6) months (November 2026 to May 31, 2027), the total amount shall not exceed **ONE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$140,000.00 USD)**, tax inclusive.

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

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

### **Federal Funding and Federal Contract Requirements**

This procurement and any resulting contract are funded, in whole or in part, through financial assistance awarded to the Hawai'i Tourism Authority ("HTA") by the U.S. Department of Commerce, Economic Development Administration ("EDA"). Accordingly, the Offeror acknowledges that the procurement and resulting contract are subject to applicable Federal laws, regulations, requirements, and terms and conditions of the applicable EDA Federal Award, in addition to applicable State of Hawai'i laws and administrative rules.

#### **Federal Award Information:**

- **Federal Awarding Agency:** U.S. Department of Commerce, Economic Development Administration
- **Federal Award Number:** 07-79-07800
- **Federal Assistance Listing Number:** 11.307
- **Federal Award Date:** December 8, 2021
- **Federal Funding Amount Applicable to Contract:** \$140,000.00

The Offeror shall comply with all applicable Federal requirements governing the use of EDA funds, including, as applicable, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth in 2 C.F.R. Part 200, including 2 C.F.R. § 200.327 and Appendix II to 2 C.F.R. Part 200, as amended.

The resulting contract shall incorporate all federal contract provisions applicable to the procurement and the services to be performed. Such provisions may include, as applicable, requirements relating to:

- Remedies for breach of contract;
- Termination for cause and termination for convenience;
- Equal Employment Opportunity;
- Davis-Bacon Act and related prevailing wage requirements, when applicable;
- Contract Work Hours and Safety Standards Act, when applicable;
- Rights to inventions made under a federal funding agreement, when applicable;
- Clean Air Act and Federal Water Pollution Control Act requirements, when applicable;
- Debarment and suspension;
- Byrd Anti-Lobbying Amendment;
- Procurement of recovered materials;
- Prohibition on certain telecommunications and video surveillance services or equipment;
- Applicable domestic preference requirements, including requirements applicable under the Build America, Buy America Act, when applicable; and

- Any additional federal requirements contained in the applicable EDA award terms and conditions.

The Offeror shall comply with all applicable Federal requirements throughout the performance of the resulting contract. The selected Offeror shall be required to execute a contract containing the applicable Federal provisions and any additional requirements that are required by the applicable EDA Federal Award, Federal law or regulation, or other applicable Federal requirements.

Where a Federal requirement applies to the resulting contract but is not expressly set forth in this RFP, the requirement shall nevertheless apply to the extent required by applicable Federal law or regulation, the EDA Federal Award terms and conditions, or other legally applicable Federal requirement.

The Offeror shall ensure that its subcontractors comply with applicable Federal requirements to the extent required by the EDA Federal Award, Federal law or regulation, or the resulting contract. Nothing in this provision shall be construed to designate a contractor or subcontractor as a “subrecipient” for purposes of 2 C.F.R. Part 200 unless the applicable Federal Award and the nature of the relationship meet the Federal definition of a subrecipient.

The Offeror is responsible for reviewing and complying with Federal requirements applicable to the proposed services and shall identify in its proposal any material conflict between the requirements of this RFP and an applicable Federal requirement.

### **Cost Factor & Cost Reasonableness Determination**

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

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

## **2.5. TERM OF CONTRACT**

Contract Term: This is a one-term contract. The term of the contract is for six (6) months, from November 2026 to May 2027.

Unless terminated, the CONTRACTOR and the State may extend the term of the contract to complete the activities required by the contract by executing a supplemental contract. 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 will monitor the contract and conduct monthly performance evaluations. It will provide directions as necessary and conduct evaluation meetings, either in person or virtually, as deemed necessary.

## **2.7. OWNERSHIP RIGHTS**

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

## **2.8. SUCCESSION OF ADDITIONAL CONTRACTORS**

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

## **2.9. GENERAL RESPONSIBILITY TO COMPLY WITH STATE REQUIREMENTS**

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

## **2.10. INHERENT GOVERNMENT FUNCTIONS**

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

- 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 27-16**. 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 HiePRO can accept is 100MB; multiple files may be uploaded.**
- All submittals must be provided in English.

#### 3.1.2 CONTENT LIST

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

- **Items 1-8** 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) Company/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 (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 27-16 Development of Statewide Hawai'i Agritourism Study and Plan
- Name and address of Company.
- 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 vendor's interest in the project and summarizing the company's qualifications. The cover letter is your opportunity to make a personal statement to the HTA and the Evaluation Committee. Please limit this to two (2) pages maximum.

#### 4. Company/Organization Overview

Description of the vendor, including organizational capacity, qualifications and relevant professional experience in research, strategic planning, stakeholder engagement, tourism, agriculture, and/or government affairs.

#### 5. Organizational Chart and 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 research, stakeholder engagement, strategic planning, and/or policy development, preferably within the tourism, agriculture, and/or government sectors.
- b) Proven Expertise: Experience working with governmental agencies, tourism authorities, and/or non-profit organizations in the development of research, studies, plans, and/or policy documents.

- c) Team of Professionals: Ability to deliver high-quality services through a team with expertise in research, writing, data collection, data analysis, stakeholder engagement, and policy development.

**6. Professional Experience**

The Offeror shall provide a complete description of its relevant experience in tourism, program evaluation, research, or related fields described below:

- a) Describe the Offeror's experience.
- b) Case Studies: Offeror shall provide no fewer than three (3) case studies or examples of previous work conducting research or evaluation within tourism, agriculture, or related fields, 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 through evidence of client adoption, process improvement, or policy change.
- c) Past Performance: Describe a minimum of three (3) past work experiences within the past five years that demonstrate how the Offeror's performance measurement and methodology directly influenced or enabled the client to achieve targeted results. Include details on the specific measures tracked and the resulting success achieved.
- d) 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**

The Offeror shall provide a concise, detailed description of the approaches, methodology, deliverables, and other efforts to fulfill the scope of work outlined in Section 2.2 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 consist of a budget for the contract period of six (6) months from November 2026, to May 31, 2027.

The budget should have key services itemized (i.e., facilitation, data analysis, reporting, the number of hours per task, and the rate of personnel). In addition, the combined amount of these budgets shall be shown as the total amount proposed for this project.

**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 shall submit Attachment 04, Qualifications Questionnaire, in its entirety as part of its proposal. The Offeror shall respond to each question or item that is applicable to its organization or the scope of services under this RFP. For any question, item, or section that is not applicable, the Offeror shall indicate "N/A." The Offeror shall not leave any question, item, or section blank or omit any portion of Attachment 04. The Offeror is not required to provide information that is not applicable to its organization or the services requested under this RFP; however, the corresponding question, item, or section must be included in the submitted Attachment 04 and clearly marked "N/A." See Attachment 04 for the detailed questions and instructions.

**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 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 Hawaii. 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**

Should an Offeror take any exception to the terms, conditions, specifications, or other requirements listed in the RFP, the Offeror must attach a written explanation including the RFP section where exception is taken, a description of the exception, and the proposed alternative, if any. If none, state so in the proposal transmittal letter. See Attachment 2 for details.

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

### **3.2.8 SUBMITTAL REQUIREMENTS**

**ELECTRONIC SUBMITTAL ONLY VIA HiePRO.** Proposals shall be submitted and received electronically through HiePRO by the date and time listed in RFP Schedule. This electronically submitted offer shall be considered the original. Any offers received outside of HiePRO, including faxed or e-mailed bids, shall not be accepted or considered for award. Any offer received after the due date and time shall be rejected. **The maximum single file size that HiePRO can accept is 100MB; multiple files may be uploaded.**

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

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

### **3.2.9 RECEIPT AND REGISTER OF PROPOSALS**

Proposals will be received on HiePRO, and the Offeror will receive an email directly from HiePRO confirming receipt of the offer. Once the solicitation closes, all proposals and attachments will be verified by two or more state officials on or after the date and time specified in the procurement timeline or as amended. The register of proposals and proposals of the Offeror(s) shall be open to public inspection upon posting of award and execution of a contract pursuant to HRS §§ 103D-105 and 303 and HAR § 3-122-58.

### **3.2.10 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS**

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

prior to the deadline for submittal of proposals.

### **3.2.11 MISTAKES IN PROPOSALS**

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

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

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

If the State requests additional information regarding aspects of an Offeror's Offer, the Offeror shall provide the same within five (5) Business Days of the State's request, unless the State specifies another time period. Each Offeror shall submit only one (1) Offer. If an Offeror submits more than one (1) Offer, the State reserves the right to reject and/or dismiss the Offeror from the RFP process.

### **3.2.12 NO LATE SUBMITTALS AFTER DEADLINE**

Proposals received after the due date and time will be marked late and shall be ineligible for this solicitation. Any offers received outside of the 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 will be reviewed, evaluated, and scored by an Evaluation Committee based on scoring criteria. Scoresheets will be filled out as outlined in the following evaluation criterion and scoring guidelines tables, and as described in the process that follows:

| Evaluation Criterion                                         | Evaluation Subcategory                                                                                                                         | Point Breakdown | Maximum Score |
|--------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------|
| <b>Evaluation Criterion 1: Experience And Qualifications</b> | Relevance of the vendor's experience in research, strategic planning, stakeholder engagement, tourism, agriculture, and/or government affairs. | 10              |               |
|                                                              | Depth of experience and demonstrated success with similar projects, capabilities, and company 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               |               |

| <b>Evaluation Criterion</b>                                      | <b>Evaluation Subcategory</b>                                                                                                                                                                                           | <b>Point Breakdown</b> | <b>Maximum Score</b> |
|------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|----------------------|
|                                                                  | <b><i>Subtotal</i></b>                                                                                                                                                                                                  |                        | <b>20</b>            |
| <b>Evaluation Criterion 2: Proposed Approach</b>                 | Quality and clarity of proposed methodology and reporting framework for this project.                                                                                                                                   | 20                     |                      |
|                                                                  | Completeness and effectiveness of proposal to adequately cover all elements in the Scope of Work.                                                                                                                       | 10                     |                      |
|                                                                  | Reasonableness of the proposed time schedule and workplan. Presents a realistic project timeline with key milestones. Clearly defines deliverables, including reports, presentations, and actionable recommendations.   | 10                     |                      |
|                                                                  | <b><i>Subtotal</i></b>                                                                                                                                                                                                  |                        | <b>40</b>            |
| <b>Evaluation Criterion 3: Past Performance and Case Studies</b> | 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, analyses) provided. | 10                     |                      |
|                                                                  | Evidence of successful outcomes and sustained changes resulting from the Offeror's reporting or recommendations, as measured by the assessed quality and practical applications in similar projects.                    | 10                     |                      |
|                                                                  | <b><i>Subtotal</i></b>                                                                                                                                                                                                  |                        | <b>20</b>            |
| <b>Evaluation Criterion 4: References and Past Performance</b>   | Provides quality and relevant references from previous clients for similar projects and positive support of the offeror.                                                                                                | 5                      |                      |
|                                                                  | <b><i>Subtotal</i></b>                                                                                                                                                                                                  |                        | <b>5</b>             |
| <b>Evaluation Criterion 5: Price*</b>                            | Subfactor 1 – Total Price Calculation                                                                                                                                                                                   | 6                      |                      |

| Evaluation Criterion         | Evaluation Subcategory                         | Point Breakdown | Maximum Score |
|------------------------------|------------------------------------------------|-----------------|---------------|
|                              | Subfactor 2 – Price Reasonableness and Realism | 9               |               |
|                              | <i>Subtotal</i>                                |                 | <b>15</b>     |
| <b>TOTAL POSSIBLE POINTS</b> |                                                |                 | <b>100</b>    |

| Assessment                                                           |                                                                                                                                                                                                                                                                                                                |             |
|----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| EVALUATION CRITERION 1: EXPERIENCE AND QUALIFICATIONS                |                                                                                                                                                                                                                                                                                                                |             |
| Subcategory                                                          | Scoring Guidelines                                                                                                                                                                                                                                                                                             | Score Range |
| <b>1A. Relevance of Experience</b>                                   | <p><b>9–10:</b> Extensive, highly relevant experience.</p> <p><b>6–8:</b> Moderately relevant experience; generally comparable projects.</p> <p><b>3–5:</b> Limited relevance or partial alignment.</p> <p><b>0–2:</b> Minimal or no relevant experience.</p>                                                  | <b>0–10</b> |
| <b>1B. Depth of Experience &amp; Demonstrated Success</b>            | <p><b>5:</b> Strong success and capabilities demonstrated on similar projects.</p> <p><b>4:</b> Good experience; some successful outcomes. results.</p> <p><b>0–2:</b> Insufficient experience.</p>                                                                                                            | <b>0–5</b>  |
| <b>1C. Specialized Knowledge of Team/Subcontractors</b>              | <p><b>5:</b> Excellent alignment of team/subcontractors with RFP needs.</p> <p><b>4:</b> Good alignment; minor gaps.</p> <p><b>3:</b> Partial information.</p> <p><b>0–2:</b> Little or no relevant detail.</p>                                                                                                | <b>0–5</b>  |
| EVALUATION CRITERION 2: PROPOSED APPROACH                            |                                                                                                                                                                                                                                                                                                                |             |
| Subcategory                                                          | Scoring Guidelines                                                                                                                                                                                                                                                                                             | Score Range |
| <b>2A. Quality and Clarity of Proposed Methodology and Reporting</b> | <p><b>18–20:</b> Highly rigorous, detailed, tailored methodology and reporting plan.</p> <p><b>15–17:</b> Solid approach with adequate detail; generally aligned.</p> <p><b>11–14:</b> Basic approach, some elements underdeveloped.</p> <p><b>0–10:</b> Unclear, incomplete, or insufficient methodology.</p> | <b>0–20</b> |

|                                                                    |                                                                                                                                                                                                                                                                                                       |                    |
|--------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| <b>2B. Completeness and Effectiveness of Proposal</b>              | <b>9-10:</b> Thorough and effective treatment of all required elements identified in the Scope of Work.<br><b>7-8:</b> Adequate treatment of all required elements.<br><b>5-6:</b> Limited or partial treatment of all required elements.<br><b>0-4:</b> Required elements are not clearly addressed. | <b>0-10</b>        |
| <b>2C. Reasonableness of Proposed Timeline and Workplan</b>        | <b>9-10:</b> Realistic, detailed, and fully actionable timeline and workplan.<br><b>7-8:</b> Generally feasible; minor issues.<br><b>5-6:</b> Basic or partially developed schedule.<br><b>0-4:</b> Unclear, unrealistic, or missing timeline.                                                        | <b>0-10</b>        |
| <b>EVALUATION CRITERION 3: PAST PERFORMANCE &amp; CASE STUDIES</b> |                                                                                                                                                                                                                                                                                                       |                    |
| <b>Subcategory</b>                                                 | <b>Scoring Guidelines</b>                                                                                                                                                                                                                                                                             | <b>Score Range</b> |
| <b>3A. Measurable Results &amp; Efficiency</b>                     | <b>9-10:</b> Clear, direct, measurable results with strong efficiency and delivery records.<br><b>6-8:</b> Good results; some measurable outcomes.<br><b>3-5:</b> Limited results or unclear supporting data.<br><b>0-2:</b> No relevant measurable performance.                                      | <b>0-10</b>        |
| <b>3B. Successful Outcomes &amp; Sustained Impacts</b>             | <b>9-10:</b> Strong evidence of sustained improvements or meaningful outcomes attributable to vendor work.<br><b>6-8:</b> Positive outcomes with moderate detail.<br><b>3-5:</b> Limited or mixed results.<br><b>0-2:</b> No demonstrated outcomes.                                                   | <b>0-10</b>        |
| <b>EVALUATION CRITERION 4: REFERENCES</b>                          |                                                                                                                                                                                                                                                                                                       |                    |
| <b>Subcategory</b>                                                 | <b>Scoring Guidelines</b>                                                                                                                                                                                                                                                                             | <b>Score Range</b> |
| <b>4A. Quality &amp; Relevance of References</b>                   | <b>5:</b> Strong and relevant references; highly positive.<br><b>3-4:</b> Good, mostly relevant references.<br><b>1-2:</b> Weak or limited references.<br><b>0:</b> No references or poor references.                                                                                                 | <b>0-5</b>         |
| <b>EVALUATION CRITERION 5: PRICE</b>                               |                                                                                                                                                                                                                                                                                                       |                    |
| <b>Subcategory</b>                                                 | <b>Scoring Guidelines</b>                                                                                                                                                                                                                                                                             | <b>Score Range</b> |
| <b>5A. Total Price Calculation</b>                                 | See Price Evaluation Criteria - * below                                                                                                                                                                                                                                                               | <b>0-6</b>         |
| <b>5B. Price Reasonableness &amp; Realism</b>                      | <b>8-9:</b> Highly reasonable and realistic.<br><b>6-7:</b> Mostly reasonable.<br><b>3-5:</b> Questionable or inconsistent.<br><b>0-2:</b> Unrealistic or unjustified.                                                                                                                                | <b>0-9</b>         |

The evaluation committee shall score proposals by reviewing the narrative for each of the evaluation criteria above.

#### Price Evaluation Criteria - \*

Total Price Evaluation – Cost Points Conversion: In accordance with HAR §3-122-52 and HRS Chapter 103D, the proposal with the lowest cost factor, based on the total cost for the contract period, must receive the highest available rating allocated to cost. The contract period is as follows: six (6) months from November 2026, to May 31, 2027.

Each proposal that has a higher cost factor than the lowest must have a lower rating for cost. Additionally, the points allocated to higher-priced proposals must be equal to the lowest proposal price multiplied by the maximum points available for price, divided by the higher proposal price. The point allocations for cost on the other Offers for each service category will be determined through the method set out in the following formula: [Lowest Total Cost multiplied by maximum points divided by [Offeror's Proposed Cost] = Cost Points Awarded.

Price Reasonableness and Realism: Prices shall be evaluated for competitiveness and reasonableness of price. The HTA will use price realism to determine price reasonableness and may use any or all price realism techniques and procedures for the purpose of measuring an offeror's understanding of the solicitation requirements, technical understanding, or of assessing the risk inherent in an offeror's proposal. A Price Realism Analysis is intended to determine if the contractor is proposing a price so low that the performance of the contract will be at risk.

### **4.3 EVALUATION COMMITTEE**

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

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

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

### **4.4 EVALUATION AND AWARD PROCESS**

Submittals shall not be examined for evaluation purposes until the submittal deadline. Deadlines will be enforced. The RFP evaluation process may consist of at least two phases. The Evaluation Committee may accept proposals on evaluation without discussion, pursuant to HAR §3-122-46(8).

**4.4.1 Evaluation of Proposals:** The Procurement Manager and the evaluation committee, in accordance with Hawai'i Administrative Rules §3-122-53, will classify proposals as acceptable, potentially acceptable, or unacceptable. All responsible Offerors who submit acceptable or potentially acceptable proposals may be eligible for the priority list.

- 4.4.2 Phase 1:** In Phase 1 of the evaluation process, the State will review all proposals timely received. Unacceptable proposals (non-responsive, not conforming to the RFP requirements) will be eliminated from further consideration. In Phase 1, the Evaluation Committee will evaluate and score all acceptable and potentially acceptable proposals using the criteria and scoring guidelines described in Section 4.2 of the RFP. The proposals will be ranked by combined weighted score. Unless a proposal is awarded without discussion, the Evaluation Committee will then select Offerors from the highest-ranked proposals who will advance to Phase 2, pursuant to Hawai‘i Administrative Rules §3-122-53(c). These selected Offerors will be referred to as “Priority Listed Offerors.”
- 4.4.3 Phase 2:** 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 evaluation criteria and scoring guidelines for Phase 2 shall be those found in Section 4.2 of the RFP. In this second phase, evaluators will turn in new score sheets. The Phase 2 score sheet shall reflect the evaluator's assessment of the Offeror, inclusive of the written proposals, in addition to the oral presentations and/or any clarifications from Phase 2.

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.

#### **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 is a tie, the one with the higher average Experience and Qualifications 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 executing the post-award contract, the HOPA reserves the right to award the contract to the next highest-ranked responsible Offeror. The HOPA further asserts that they may cancel the RFP if necessary under HRS §103D-308.

## **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, the proposals shall be made available for public inspection upon posting of award and execution of a contract pursuant to HRS §§ 103D-105 and 303, 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 agreement arising out of this solicitation may be subject to the approval of the Department of the Attorney General and all further approvals, including the approval of the Governor, as required by statute, regulation, rule, order, or other directive.

## **5.8 CONTRACT EXECUTION / NOTICE TO PROCEED**

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

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

## **5.9 INSURANCE**

**5.8.1** Prior to the Contract start date, the Contractor shall obtain and maintain insurance coverage acceptable to the State in full force and effect throughout the term of the Contract. The Contractor shall provide proof of insurance for the following minimum required insurance coverage(s) and limit(s) in order to be awarded a Contract. The type of insurance coverage is listed as follows:

a. Commercial General Liability Insurance

Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities, or contractual liability by the Contractor, its employees, and Subcontractors during the term of the Contract. This insurance shall include the following coverage and limits specified or required by any applicable law: bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence; personal injury of \$1,000,000 per occurrence; and with an aggregated limit of \$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.

**5.8.2** The Contractor shall deposit with the HTA, upon notification of award, certificate(s) of insurance necessary to satisfy the HTA that the provisions of the Contract have been complied with and to keep such insurance in effect and provide the certificate(s) of insurance to the HTA during the entire term of the Contract. Upon request by the State, the Contractor must furnish a copy of the policy or policies.

**5.8.3** The Contractor shall immediately provide written notice to the State should any of the insurance policies evidenced on its Certificate of Insurance form be canceled, limited in

scope, or not renewed upon expiration.

- 5.8.4** Each insurance policy required by this contract, including a Subcontractor's policy, shall contain the following clauses:
- “The State of Hawai‘i is added as an additional insured with respect to operations performed for the State of Hawai‘i.”
  - “It is agreed that any insurance maintained by the State of Hawai‘i will apply in excess of, and not contribute to, insurance provided by this policy.”
- 5.8.5** A Waiver of Subrogation shall apply to the General Liability, Automobile Liability, and Workers’ Compensation insurance policies and shall be in favor of the State of Hawai‘i.
- 5.8.6** Failure of the Contractor to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the State to exercise any or all of the remedies provided in the Contract (including, without limitation, terminating the Contract). The procuring of any required policy or insurance policies shall not be construed to limit the Contractor’s liability hereunder or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or insurance policies, the Contractor shall be responsible for the full and total amount of any damage, injury, or loss caused by the Contractor’s negligence or neglect in the provision of services under the Contract.
- 5.8.7** In addition, the Contractor is responsible for securing all employee-related insurance coverage for the Contractor and the Contractor’s employees and agents that are or may be required by law and for payment of all premiums, costs and other liabilities associated with securing the insurance coverage at their own expense.

## **5.9 PAYMENT**

The awarded Contractor(s) 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. The State will reject any offer submitted with a condition requiring payment in less than thirty (30) calendar days.

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

The Contractor will be put on a payment schedule. For each payment, the Contractor will be required to submit a list of associated deliverables along with an invoice.

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

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

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

## **5.10 CONTRACT INVALIDATION**

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

**5.11 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.

**5.12 HAWAIIAN ORTHOGRAPHY**

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

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

- Attachment 01: Offeror Check List
- 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 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-year contract.

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

## **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. The Contractor shall avoid any actual or apparent conflict of interests in performing this Contract and shall promptly disclose any potential conflict of interest to HTA. 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.)*

## **EXHIBIT E**

### **General Conditions for 103D**

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

Attached are the General Conditions 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.