



**RELEASE DATE: October 12, 2026**

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

**REQUEST FOR PROPOSALS  
RFP NO. 27-08  
(NOTICE TO OFFERORS)**

**VISITOR ASSISTANCE PROGRAM (VAP) MAUI COUNTY**

**OFFERS ARE DUE AT 2:00 P.M. HAWAI'I STANDARD TIME (HST) ON  
NOVEMBER 16, 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.

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

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

### 1.1 INTRODUCTION

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

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

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

### 1.2 TERMS AND ACRONYMS

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

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

### 1.3 ELECTRONIC PROCUREMENT

**1.3.1** The State has established the Hawai‘i State eProcurement System (HIePRO) to promote an open and transparent system for vendors to compete for state contracts electronically. Offerors interested in responding to this solicitation must be registered on HIePRO. Registration information is available at the State Procurement Office (SPO) website: <https://hiepro.ehawaii.gov/>, then select HIePRO Vendor Registration Guide. For online assistance, on the HIePRO (<https://hiepro.ehawaii.gov/welcome.html>) landing page, select ‘Help Chat – online’ at the top of the page. Tyler Technologies can be reached at (808) 695-4620 or by email at: [hiepro@ehawaii.gov](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 12, 2026                       |
| Deadline to Submit Written Questions (must be submitted in HlePRO) | September 8, 2026 @ 2:00 PM HST        |
| State’s Response to Written Questions (will be posted in HlePRO)   | September 15, 2026                     |
| Deadline to Submit Notice of Intent to Offer                       | September 22, 2026 @ 2:00 PM HST       |
| <b>Proposal Due Date/Time, Evaluation Period Begins</b>            | <b>November 16, 2026 @ 2:00 PM HST</b> |
| Priority Listed Offeror Selection & Notification (estimate)        | Week of November 23, 2026              |

|                                                         |                           |
|---------------------------------------------------------|---------------------------|
| Best and Final Offer Deadline (if necessary) (estimate) | Week of November 23, 2026 |
| Notice of Award (estimate)                              | Week of December 7, 2026  |
| Start of Contract Performance (estimate)                | January 1, 2027           |
| End of Contract Performance (estimate)                  | December 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 27-08 Notice of Intent to Offer” in the subject line by the deadline noted in the RFP Schedule. This email will serve as your intent to submit an offer. Submission of your intent to offer does not mean you must submit an offer.

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

## 1.6 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

All questions must be submitted through HIEPRO. Questions must be submitted by the deadline shown in Section 1.4, RFP Schedule and Significant Dates. Each question shall identify the page, section number, paragraph, and line or sentence of such provision(s) of the RFP to which the question applies. HTA reserves the right to consolidate, reconfigure, and address questions as we deem appropriate or to disregard questions altogether. Answers shall be issued as an addendum to the RFP via HIEPRO and become part of the RFP, as appropriate.

## 1.7 PROTEST OF RFP CONTENT

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

## 1.8 CANCELLATION

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

## 1.9 WEBSITE REFERENCE

| Item                                  | Website                                                                                                                                                                 |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Hawai‘i Electronic Procurement System | <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>                                                                                                           |
| HTA Strategic Plan                    | <a href="https://hta.hawaii.gov/?s=strategic+plan">https://hta.hawaii.gov/?s=strategic+plan</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> |

|                                                |                                                                                                                                                                                       |
|------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| HTA Programs                                   | <a href="https://hta.hawaii.gov/?s=HTA+programs">https://hta.hawaii.gov/?s=HTA+programs</a>                                                                                           |
| HTA Research                                   | <a href="https://hta.hawaii.gov/research/">https://hta.hawaii.gov/research/</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 provide an effective, responsive, capable and scalable program to provide assistance to visitors in crisis on Hawai'i Island. The successful Offeror will be responsible for promoting, developing, and conducting a Visitor Assistance Program (VAP) to include, but not be limited to, providing and coordinating services to visitors victimized by crime and other adversities while in Maui County, including but not limited to medical support services, law enforcement, helping with airline issues, assisting visitors to obtain acceptable identification, visitor information, education, emotional support and guidance, and prevention efforts targeting health and safety issues.

For purposes of VAP services, a "visitor" is a person who is temporarily present on the island or in the county where assistance is requested, is not a resident of that island or county, and intends to depart within 60 days or within another reasonable temporary travel period verified by a return ticket, round-trip ticket, onward travel itinerary, or other evidence of intended departure. The person must be in need of assistance due to a crime, emergency, crisis, or other travel-related adversity occurring during their stay.

This definition may include residents of other Hawaiian Islands when they are temporarily visiting the island or county where assistance is requested and otherwise meet the eligibility criteria, at the discretion of the administering VAP contracting entity. It does not generally include individuals seeking relocation, local employment, local enrollment, long-term housing, general homeless services, or assistance as part-time residents or property owners, though each program may exercise case-by-case discretion for serious medical, public safety, humanitarian, or other exceptional circumstances.

### **2.2 SCOPE OF WORK**

The Contractor shall design, implement, and manage a Visitor Assistance Program for Maui County that provides timely, coordinated, and compassionate assistance to visitors experiencing emergencies or adverse situations.

#### **2.2.1 CORE SERVICES**

The Contractor shall provide services including, but not limited to:

1. Direct Visitor Assistance
  - a) Respond to referrals involving visitors affected by:
    - i. Crime, accidents, or medical emergencies
    - ii. Death or bereavement situations
    - iii. Travel disruptions or loss of documentation
  - b) Provide case management and individualized assistance appropriate to each situation
2. Emergency Support Services
  - a) Facilitate or provide:
    - i. Transportation (e.g., airport, medical facilities)
    - ii. Temporary lodging coordination
    - iii. Food and essential items
    - iv. Communication assistance and translation services
  - b) Coordinate with airlines, accommodations, and other service providers as needed
3. Coordination and Partnerships
  - a) Maintain active working relationships with:
    - i. Law enforcement agencies
    - ii. Hospitals and healthcare providers

- iii. Consulates and embassies
  - iv. Visitor industry partners (hotels, airlines, rental car companies)
- b) Support coordinated response efforts that reduce burden on public agencies
- 4. Partner Engagement and Outreach
  - a) Participate in stakeholder engagement activities supporting visitor safety and the impact of the Visitor Assistance Program
  - b) Conduct and support safety and prevention outreach (e.g., visitor education materials, PSAs, training)
  - c) All outreach and educational materials shall:
    - i. Be developed in alignment with recognized industry best practices for public safety communication and visitor education
    - ii. Conform to guidance, frameworks, and standards established or endorsed by the HTA, including but not limited to the Ma‘ema‘e Toolkit
    - iii. Incorporate culturally appropriate ‘ōlelo Hawai‘i usage and place-based messaging where applicable
    - iv. Be submitted to HTA for review and approval before public dissemination
- 5. Program Administration & Accessibility
  - a) Maintain accessible intake and response mechanisms (e.g., phone, referrals, partner networks).
  - b) Ensure reasonable geographic coverage across Maui County, conducting outreach and maintaining relationships on Maui (including remote areas such as Hāna), Lāna‘i and Moloka‘i islands.
  - c) Participate in at least 2 meetings (in-person/virtual) led by HTA for VAP contractors across the State to gather, coordinate, and share insights and best practices.
  - d) Provide contact information from all partnerships developed through the program upon request by HTA.

## **2.2.2 SERVICE DELIVERY APPROACH**

### **1. Core Services Delivery**

The Contractor shall:

- a) Deliver services using a flexible, case-based model, recognizing that volume and complexity of cases may vary over time
- b) Prioritize timeliness, cultural sensitivity, and trauma-informed response
- c) Utilize existing community networks and resources where feasible
- d) Ensure efficient use of funds, including appropriate use of emergency aid resources
- e) Acknowledge that the HTA shall be credited as a sponsor on all educational, advertising, and promotional materials and activities wherever and whenever possible
- f) Cooperate with the HTA in identifying and sharing relevant visitor education and safety-related information, materials, and resources developed under or related to this Contract; materials may, upon request, be considered for inclusion in official State of Hawai‘i and HTA print and digital platforms, including GoHawaii.com, for the purpose of improving public awareness and outreach to target audiences

## **2.2.3 REPORTING AND DOCUMENTATION**

The Contractor shall:

- a) Maintain records of all cases and services provided
- b) Submit reports in accordance with HTA templates, including:
  - i. Monthly activity reports
  - ii. Quarterly activity and financial expenditure reports
  - iii. Final program and financial expenditure report
- c) Track key service data elements as defined in Section 2.3

## 2.2.4 REPORTING REQUIREMENTS

The Contractor shall comply with the following reporting requirements:

- a) **Written Reports:** Prepare and submit monthly (See Exhibit F), quarterly (See Exhibit H), and one final program report (See Exhibit I) spotlighting an overview/synopsis of the services provided, highlighted cases, KPI Narrative and In-kind assistance received using the “VAP Monthly Report,” “VAP Quarterly Progress Report,” and “VAP Final Report” templates.
- b) **VAP Tracking Sheet:** Track and maintain the number of cases and people assisted monthly using the “VAP Tracking Sheet” template (See Exhibit G). Prepare and submit the “VAP Tracking Sheet” as an element of delivery of monthly, quarterly, and final program reports.
- c) **Financial Records:** Prepare and maintain financial records which sufficiently and properly reflect all income and other sources of funds, and all direct and indirect expenditures of any nature related to performance. These records shall be subject to any inspection, review, or audit by the HTA.
- d) **Financial Reporting:** Prepare and submit quarterly financial reports and a final financial report to the HTA upon completion of the program by using the “Financial Reports of Actual Expenses and Income” template (See Exhibit J). Financial reports shall include, but not be limited to, a certification that all financial statements represented in the report are accurate and the funds allocated under the contract have been expended in accordance with the provisions set forth. Quarterly financial reports shall be used to track expenditures to date during the contract period.

## 2.3 PERFORMANCE MEASURES

The Contractor shall track and report the following performance metrics that reflect program activity, service delivery, and outcomes:

### 2.3.1 REQUIRED QUANTITATIVE METRICS

The Contractor shall report, at minimum:

1. Service Volume
  - a) Number of cases handled
  - b) Number of visitors served
2. Visitor Characteristics
  - a) Visitor origin (e.g., U.S. West, Japan, etc., if available)
  - b) Visitor type (e.g., cruise vs. FIT [Free Independent Traveler], land tour, etc., if available)
3. Case Types
  - a) Categorization of incidents (e.g., medical, crime, death, other)
4. Resource Utilization
  - a) Estimated value of:
    - i. Direct financial assistance
    - ii. In-kind contributions leveraged
5. Partner Engagement and Outreach
  - a) Quarterly and final reporting on implementation metrics:
    - i. Core Required Metrics:
      - (1) Number of partnerships established or maintained that support VAP activities and outreach
      - (2) Number of distribution points or locations (e.g., hotels by island, airports, activity providers, etc.)
      - (3) Number of volunteer or ambassador participants engaged

### 2.3.2 QUALITATIVE AND OUTCOME-BASED MEASURES

The Contractor shall provide:

1. Case Summaries
  - a) Narrative descriptions of representative cases demonstrating program impact
2. Partnership Effectiveness
  - a) Description of coordination with key partners
  - b) Examples of inter-agency collaboration
3. Program Contributions
  - a) Explanation of how services:
    - i. Support visitor safety and well-being
    - ii. Enhance visitor experience

## 2.4 **COMPENSATION**

This shall be a Fixed-Price contract, inclusive of all taxes and expenses, in an amount not to exceed **NINETY-ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$91,500.00 USD)**, tax inclusive, for the contract term of (January 2027 through December 31, 2027) and shall be funded with Hawai'i State General Funds, subject to the availability of funds.

Offerors shall submit a total proposed price that does not exceed \$91,500.00. The total proposed price submitted in the Offeror's cost proposal shall exactly match the amount entered in HlePRO. Failure to comply may result in the proposal being deemed non-responsive.

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

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

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

### **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 **CONTRACT TERM AND REPORTING/CLOSEOUT PERIOD**

The Contract will have a total administrative period of thirteen (13) months, consisting of:

1. Scope of Work/Performance Period: Twelve (12) months, commencing January 1, 2027 and ending December 31, 2027. The Offeror shall perform all services and deliverables described in the Scope of Work during this twelve-month period.
2. Reporting and Closeout Period: One (1) additional month, from January 1, 2028 through January 31, 2028, solely for the completion and submission of required final reports, supporting documentation, invoices, and other administrative closeout requirements associated with services performed during the twelve-month Scope of Work/Performance Period.

The additional one-month Reporting and Closeout Period does not constitute an additional month of services or a thirteen-month Scope of Work. No new or continuing program services, activities, or deliverables requiring performance during the additional month shall be authorized unless expressly approved in writing by the HTA.

The Contractor's compensation shall be based on the twelve-month Scope of Work/Performance Period. The Reporting and Closeout Period is intended solely to allow sufficient time for final reporting, invoicing, reconciliation, and administrative closeout of the Contract.

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

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

## **2.6 HTA CONTRACT MONITORING & EVALUATION**

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

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

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

## **2.7 OWNERSHIP RIGHTS**

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

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

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

## **2.8 SUCCESSION OF ADDITIONAL CONTRACTORS**

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

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

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

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

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

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

## **2.10 INHERENT GOVERNMENT FUNCTIONS**

However, it is important to recognize that the State has fundamental inherent government functions that should not be delegated to a Contractor. Governmental personnel should be the only people making final decisions on 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 HiePRO by the due date/time referenced in the RFP Schedule. The reference number is **RFP 27-08**. This number must be referenced in all proposals, correspondence, and documentation related to the RFP.

## SECTION THREE: PROPOSAL CONTENT AND SUBMISSION

### 3.1 PROPOSAL CONTENT

#### 3.1.1 CONTENT FORMAT

- Slide shows and PowerPoint Presentations will not be accepted. The proposal should be compact and substantive. Proposals may include a web address that evaluators can review. However, evaluators will not be required to review your website, so do not omit essential information in reliance on website content. Video, audio, or other similar multimedia materials will not be considered during the evaluation of written proposals. However, they may be accepted or requested in Round 2 of the procurement process.
- The format must be U.S. standard 8.5 by 11 inches. Therefore, this is a U.S. buyer and must be oriented to U.S. document sizes. Orientation should be primarily portrait, though landscape is welcome for data or visual presentations as appropriate. No odd-sized pages are allowed.
- Page limit. The body of the proposal must not exceed the page limit outlined below in Section 3.1.2 (Items 1-8). Proposals that exceed the page limit may be disqualified, or the extra pages may be excised prior to review.
- Font size should be no smaller than 11 pts.
- Ensure all content is submitted in the proper format as described below, and note that **the maximum single file size that HlePRO can accept is 100MB; multiple files may be uploaded.**
- All submittals must be provided in English.

#### 3.1.2 CONTENT LIST

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

- **Items 1-8** are to be individually labeled accordingly and submitted as **one** PDF file in the order listed below, which is no more than fifty (50) pages to be titled **Offeror Name\_Proposal Part 1:**
  - 1) Cover Page
  - 2) Table of Contents
  - 3) Cover Letter
  - 4) Organization Overview
  - 5) Organizational Chart and Capacity
  - 6) Professional Experience
  - 7) Proposed Approach and Workplan
  - 8) Budget and Cost Proposal
- **Items 9-17** are to be individually labeled accordingly and submitted as **one** PDF file in the order listed below to be titled **Offeror Name\_Proposal Part 2:**
  - 9) Offeror Check List (Attachment 01)
  - 10) Proposal Transmittal Letter (Attachment 02)
  - 11) Corporate Resolution (Attachment 03)
  - 12) Standard Qualifications Questionnaire (Attachment 04)
  - 13) Contractor References (Attachment 05)
  - 14) Subcontractor References (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 27-08 Visitor Assistance Program (VAP) Maui County
- Name and address of Organization.
- Company Federal and State Tax ID #s.
- Name, email address, phone number of contact person.

#### 2. Table of Contents

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

#### 3. Cover Letter

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

#### 4. Organization Overview

Description of the offeror, including organizational capacity, qualifications and relevant professional experience with providing visitor support and education services, disaster response, and/or emergency tourism liaison services.

#### 5. Organizational Capacity

##### a) PERSONNEL MANAGEMENT

- i) Physical Office. It is not mandatory that the Offeror have an office in Hawai'i.
- ii) Organizational chart of proposed staffing, including position titles, names, lines of responsibility/supervision, and time allocation to the HTA account.
- iii) Project Manager ("Key HTA Point of Contact") to be assigned to the HTA account. List detailed qualifications, including experience, time with the organization, and resume/bio demonstrating qualifications related to this RFP.
  - Additional Staffing. The Offeror shall identify other key members assigned to the HTA account. List detailed qualifications for each position (including experience, time with the organization, resume/bio demonstrating qualifications related to this RFP), proposed time allocation of staff, and their planned geographic locations. Staff: Offeror will propose a number and FTE allocation for each staff member. See section ii) above.

##### Note:

The Offeror is expected to be fully staffed and operational to begin the implementation of the Visitor Assistance Program (VAP) for Maui County.

##### 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 providing visitor support and education services, disaster response, and/or emergency tourism liaison services.

- b) Proven Expertise: Experience working with governmental agencies, tourism authorities, or non-profit organizations in the execution of programs focusing on visitor support and education services, disaster response, and/or emergency tourism liaison services.
- c) Team of Professionals: Ability to deliver high-quality services through a team with expertise in communications, multi-stakeholder coordination, program management, data analysis, cultural sensitivity, and visitor education/tourism management.

**6. Professional Experience**

The Offeror shall provide a complete description of its relevant experience in visitor support and education services, disaster response, and/or emergency tourism liaison services, or related fields as described below:

- a) Describe the Offeror's experience.
- b) Case Studies / Past Performance: Offeror shall provide no fewer than three (3) case studies or examples of previous work with providing visitor support and education services, disaster response, and/or emergency tourism liaison services, with measurable outcomes and results. Case studies or examples of previous work should illustrate the Offeror's demonstrated capacity and efficiency through numerical data on project scope, volume of deliverables, and performance, as well as the successful application and impact of the Offeror's program evaluation.
- c) References  
Contact information for at least three (3) references from clients who can speak to the quality of the vendor's past work and results on similar projects.

**7. Proposed Approach and Work Plan**

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

**8. Budget and Cost Proposal**

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

The budget should have key services itemized (i.e., visitor support services, reporting, the number of hours per task, the rate of personnel, etc.). 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. Offerors 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 07. 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 07 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)**

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**

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

Offeror shall complete and sign the Conflicts of Interest questionnaire and disclose any current or anticipated business or personal relationships that may create an actual or apparent conflict of interest, including but not limited to other contracts with the HTA; contracts with competitors of the HTA; and contracts with members of the travel and tourism industry within the State of Hawai'i. See Attachment 08 for details.

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

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

## **3.2 PROPOSAL SUBMISSION**

### **3.2.1 OFFEROR'S AUTHORITY TO SUBMIT AN OFFER**

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

### **3.2.2 REQUIRED REVIEW**

Before submitting a proposal, each Offeror must thoroughly and carefully examine this RFP, any attachments, addenda, and other relevant documents to ensure the Offeror understands the requirements of the RFP. The Offeror must also become familiar with State, local, and Federal laws, statutes, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work required.

Should the Offeror find defects and questionable or objectionable items in the RFP, the Offeror must notify HTA in writing prior to the deadline for written questions as stated in Section 1.4 RFP Schedule and Significant Dates, as may be amended. This will allow the issuance of any necessary corrections and/or amendments to the RFP by addendum and mitigate reliance on a defective solicitation and distribution of proposal(s) upon which award could not be made.

### **3.2.3 PROPOSAL PREPARATION COSTS**

Any and all costs incurred by the Offeror in preparing or submitting a proposal shall be

the Offeror's sole responsibility whether or not any award results from this RFP. The State shall not reimburse such costs.

### **3.2.4 TAX LIABILITY**

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

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

### **3.2.5 PROPERTY OF STATE**

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

### **3.2.6 CONFIDENTIAL INFORMATION**

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

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

All Offerors are advised that confidential information in a proposal, offer, specification, protest, or correspondence may be subject to disclosure. The State may only restrict or deny access to items deemed confidential pursuant to Chapter 92F, HRS. Any data submitted to the State that the Offeror wishes to remain confidential shall be clearly marked and readily separable from the submittal to facilitate eventual public inspection of the non-confidential portion of the submittal. Any page of an offeror's submittal containing confidential information shall only include confidential information. In addition, Offeror shall provide a list of all confidential information referenced in the Offeror's proposal, including page numbers and sections in a separate attachment. See Attachment 7 for details.

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

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

appeals the denial to the Office of Information Practices in accordance with § 92F-15.5(a), HRS.

### **3.2.7 EXCEPTIONS**

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

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

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

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

### **3.2.8 SUBMITTAL REQUIREMENTS**

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

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

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

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

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

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

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

### 3.2.11 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.

### 3.2.12 OFFER GUARANTY

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

## SECTION FOUR: EVALUATION CRITERIA

### 4.1 REJECTION OF PROPOSALS

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

### 4.2 PROPOSAL EVALUATION CRITERIA AND SCORING GUIDE

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

| Evaluation Criterion                                         | Evaluation Subcategory                                                                                                                                  | Point Breakdown | Maximum Score |
|--------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------|
| <b>Evaluation Criterion 1: Experience And Qualifications</b> | Relevance of the vendor’s experience in providing visitor support and education services, disaster response, and/or emergency tourism liaison services. | 10              |               |
|                                                              | Depth of experience and demonstrated success with similar projects, capabilities, and organizational resources.                                         | 5               |               |

| <b>Evaluation Criterion</b>                                          | <b>Evaluation Subcategory</b>                                                                                                                                                                                                                                                                                                 | <b>Point Breakdown</b> | <b>Maximum Score</b> |
|----------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|----------------------|
|                                                                      | Evidence of specialized knowledge of the Offeror's managerial team, staff, and subcontractors as it relates to the requirements of this RFP.                                                                                                                                                                                  | 5                      |                      |
|                                                                      | <b><i>Subtotal</i></b>                                                                                                                                                                                                                                                                                                        |                        | <b>20</b>            |
| <b>Evaluation Criterion 2:<br/>Proposed Approach</b>                 | Quality and feasibility of the proposed approach to program implementation, including delivery of visitor assistance services through a case-based model, coordination with partners, community outreach measures, and required reporting.                                                                                    | 20                     |                      |
|                                                                      | Rigor of proposed quality control measures to ensure accurate, timely, and consistent reporting, and reliable implementation of visitor assistance services across varying case types, service conditions, and partner interactions.                                                                                          | 10                     |                      |
|                                                                      | Reasonableness of the proposed time schedule and workplan.                                                                                                                                                                                                                                                                    | 10                     |                      |
|                                                                      | <b><i>Subtotal</i></b>                                                                                                                                                                                                                                                                                                        |                        | <b>40</b>            |
|                                                                      |                                                                                                                                                                                                                                                                                                                               |                        |                      |
| <b>Evaluation Criterion 3:<br/>Past Performance and Case Studies</b> | Evidence of the Offeror's direct, measurable results in similar projects involving visitor assistance, case management, or comparable service-based programs, including the scale and complexity of cases handled, timeliness and responsiveness of services, and successful completion of required activities and reporting. | 10                     |                      |
|                                                                      | Evidence of successful outcomes and sustained improvements resulting from the Offeror's program implementation, including demonstrated contributions to visitor safety, well-being, and overall experience, as well as effective coordination with partners such as public agencies and industry stakeholders.                | 10                     |                      |
|                                                                      | <b><i>Subtotal</i></b>                                                                                                                                                                                                                                                                                                        |                        | <b>20</b>            |

| <b>Evaluation Criterion</b>                                    | <b>Evaluation Subcategory</b>                                                                                            | <b>Point Breakdown</b> | <b>Maximum Score</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>Subtotal</b>                                                                                                          |                        | <b>5</b>             |
| <b>Evaluation Criterion 5: Price*</b>                          | Subfactor 1 – Total Price Calculation                                                                                    | 6                      |                      |
|                                                                | Subfactor 2 – Price Reasonableness and Realism                                                                           | 9                      |                      |
|                                                                | <b>Subtotal</b>                                                                                                          |                        | <b>15</b>            |
| <b>TOTAL POSSIBLE POINTS</b>                                   |                                                                                                                          |                        | <b>100</b>           |

| <b>Assessment</b>                                            |                                                                                                                                                                                                                                            |                    |
|--------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| <b>EVALUATION CRITERION 1: EXPERIENCE AND QUALIFICATIONS</b> |                                                                                                                                                                                                                                            |                    |
| <b>Subcategory</b>                                           | <b>Scoring Guidelines</b>                                                                                                                                                                                                                  | <b>Score Range</b> |
| <b>1A. Relevance of Experience</b>                           | <b>9–10:</b> Extensive, highly relevant experience.<br><b>6–8:</b> Moderately relevant experience; generally comparable projects.<br><b>3–5:</b> Limited relevance or partial alignment.<br><b>0–2:</b> Minimal or no relevant experience. | <b>0–10</b>        |
| <b>1B. Depth of Experience &amp; Demonstrated Success</b>    | <b>5:</b> Strong success and capabilities demonstrated on similar projects.<br><b>4:</b> Good experience; some successful outcomes. results.<br><b>0–2:</b> Insufficient experience.                                                       | <b>0–5</b>         |
| <b>1C. Specialized Knowledge of Team/Subcontractors</b>      | <b>5:</b> Excellent alignment of team/subcontractors with RFP needs.<br><b>4:</b> Good alignment; minor gaps.<br><b>3:</b> Partial information.<br><b>0–2:</b> Little or no relevant detail.                                               | <b>0–5</b>         |
| <b>EVALUATION CRITERION 2: PROPOSED APPROACH</b>             |                                                                                                                                                                                                                                            |                    |
| <b>Subcategory</b>                                           | <b>Scoring Guidelines</b>                                                                                                                                                                                                                  | <b>Score Range</b> |

|                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                    |
|--------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| <b>2A. Quality of Program Implementation, Analysis, and Reporting Approach</b> | <b>18–20:</b> Highly rigorous, detailed, and feasible approach that is clearly tailored to the requirements of the Visitor Assistance Program.<br><b>15–17:</b> Solid approach with adequate detail and general alignment to program requirements.<br><b>11–14:</b> Basic approach that addresses core requirements but lacks detail, specificity, or clear alignment to the case-based service model.<br><b>0–10:</b> Unclear, incomplete, or insufficient approach.           | <b>0–20</b>        |
| <b>2B. Program Accountability and Oversight</b>                                | <b>9–10:</b> Comprehensive and well-defined quality control measures that ensure accurate, consistent, and timely reporting, as well as reliable and coordinated service delivery.<br><b>7–8:</b> Good quality control measures that address key areas such as reporting accuracy and service consistency. Minor gaps in detail or consistency.<br><b>5–6:</b> Limited or partially defined quality control measures.<br><b>0–4:</b> Weak or absent quality control procedures. | <b>0–10</b>        |
| <b>2C. 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>                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                    |

| Subcategory                                   | Scoring Guidelines                                                                                                                                                     | Score Range |
|-----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <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 evaluate and score proposals based on the evaluation criteria set forth in this RFP. Narrative responses shall be reviewed and scored in accordance with the scoring guidelines established herein.

Price Evaluation Criteria - \*

Cost proposals shall be evaluated in accordance with HRS Chapter 103D and applicable provisions of HAR Chapter 3-122. The proposal with the lowest cost factor shall receive the maximum available points allocated to cost. Higher-cost proposals shall receive proportionately lower cost scores using the following formula:  $\text{Lowest Proposed Cost} \times \text{Maximum Available Cost Points} \div \text{Offeror's Proposed Cost} = \text{Cost Points Awarded}$

Price Reasonableness and Realism: The State may also evaluate proposed pricing for reasonableness and realism. Price reasonableness may be evaluated to determine whether proposed prices are fair and reasonable in relation to the services proposed and current market conditions. Price realism analysis may be conducted to assess whether the proposed price is so low as to reflect a lack of understanding of the contract requirements or to create performance risk. Such analysis may be considered in evaluating proposal risk, technical understanding, or the Offeror's responsibility.

#### 4.3 EVALUATION COMMITTEE

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

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

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

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

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

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

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

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

##### **4.4.1 Initial Classification of Proposals:**

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

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

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

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

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

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

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

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

In the second phase, the Evaluation Committee may conduct discussions with Priority Listed Offerors and request “Additional Information,” which may consist of any combination of question-and-answer sessions, oral presentations, requests for clarification, best and final offers (BAFO), or anything else that the Evaluation Committee may find useful in making a decision. The Evaluation Committee reserves the right to perform reference checks.

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

#### **4.5 IN THE EVENT OF A SCORING TIE**

Should a tie in total average score occur, the tied proposals will be compared, and the one with the higher average Proposed Approach score will be ranked higher. If that too is a tie, then the one

with the higher average Past Performance & Case Studies score will be ranked higher.

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

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

## **SECTION FIVE: CONTRACT AWARD**

### **5.1 AWARD OF CONTRACT**

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

### **5.2 RESPONSIBILITY OF OFFERORS**

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

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

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

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

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

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

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

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

### **5.3 PROPOSAL AS PART OF THE CONTRACT**

This RFP, any addenda issued, and all or part of the successful Offeror's proposal may be incorporated into the contract. The General Conditions issued by the Department of the Attorney General shall be made a part of the contract.

### **5.4 PUBLIC EXAMINATION OF PROPOSALS**

Except for confidential portions, proposals shall be made available for public inspection after posting of award and execution of a contract pursuant to HRS § 103D-105 and HAR § 3-122-58. If a person is denied access to a State procurement record, the person may appeal the denial to the Office of Information Practices in accordance with HRS § 92F-15.5.

### **5.5 DEBRIEFING/PROTEST**

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

A written request for debriefing shall be made within three (3) working days after the posting of the award of the contract. The Procurement Manager or his/her designee shall hold the debriefing within seven (7) working days, to the extent practicable, from the receipt date of the written request.

A protest by the requestor following a debriefing shall be filed within five (5) working days, as specified in HRS §103D-303(h).

### **5.6 PROTEST PROCEDURES**

Pursuant to HRS §103D-701 and HAR §§ 3-126-3 and 4, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing, hand-delivered, or sent via registered or certified mail, return receipt requested (the envelope should be labeled “PROTEST”) to the Procurement Manager at:

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

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

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

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

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

## **5.7 APPROVALS**

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

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

The successful Offeror receiving an award shall enter into a formal written Contract. Work 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**

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

a. Commercial General Liability Insurance

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

b. Automobile Liability Insurance

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

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

**5.9.3** The Contractor shall immediately provide written notice to the State should any of the

insurance policies evidenced on its Certificate of Insurance form be canceled, limited in scope, or not renewed upon expiration.

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

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

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

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

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

## **5.10 FEDERAL FUNDS**

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

## **5.11 PAYMENT**

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

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

An invoice shall not be considered received or properly submitted unless all required supporting documentation and deliverables have been provided and accepted by the State. Incomplete invoices or invoices submitted without required deliverables may be returned to the Contractor for correction and resubmission, which may delay payment.

Payment shall be made in accordance with the payment structure set forth in the contract, which may include milestone-based, deliverable-based, or periodic payments, as applicable.

The total contract amount represents the maximum compensation payable under the contract unless

modified by a duly executed written amendment.

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

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

#### **5.12 CONTRACT INVALIDATION**

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

#### **5.13 ADA COMPLIANCE**

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

#### **5.14 HAWAIIAN ORTHOGRAPHY**

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

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

- Attachment 01: Offeror 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 Protocol & Entertainment Policy
- Exhibit C: General Provisions for Goods and Services
- Exhibit D: Special Provisions
- Exhibit E: General Conditions for 103D
- Exhibit F: VAP Monthly Report Template
- Exhibit G: VAP Tracking Sheet Template
- Exhibit H: VAP Quarterly Progress Report Template
- Exhibit I: VAP Final Report Template
- Exhibit J: Financial Reports of Actual Expenses & Income Template

## **EXHIBIT A**

### **OVERVIEW OF THE RFP PROCESS**

1. The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS §103D-303.
2. The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.

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

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

3. The Procurement Manager or an Evaluation Committee approved by the Procurement Manager will evaluate the proposals in accordance with the evaluation criteria in Section Four.
4. A "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals may be generated. The priority list may be limited to a minimum of three responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal if a BAFO is tendered.
5. If, during discussions, there is a need for any substantial clarification or change in the RFP, the RFP will be amended by an addendum to incorporate such clarification or change. Addenda to the RFP will be distributed only to Priority Listed Offerors who submit acceptable or potentially acceptable proposals.
6. Following any discussions, Priority Listed Offerors will be invited to submit their BAFO, if required. The Procurement Manager and Evaluation Committee reserves the right to have additional discussions with the Priority Listed Offerors prior to the submission of the BAFO.
7. The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.4 RFP Schedule and Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer will be construed as its BAFO.
8. After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Four, the Procurement Manager or an Evaluation Committee will make its recommendation. The Procurement Manager will award the contract to the Offeror whose proposal is determined to be the most advantageous to the State, taking into consideration price and the evaluation factors set forth in Section Four.
9. The contents of any proposal shall not be disclosed during the review, evaluation, or discussion. Once award notice is posted and contract is executed, all successful and unsuccessful proposals become available for public inspection. The Offeror and the State agree that sections that are confidential and/or proprietary should be identified by the Offerors and excluded from access.

10. The Procurement Manager or an Evaluation Committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Manager or an Evaluation Committee will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to the RFP.
11. The RFP, any addenda issued, and the successful Offeror's proposal shall become a part of the contract. All proposals shall become the property of the State of Hawai'i.

## **EXHIBIT B**

### **HTA TRAVEL & ENTERTAINMENT POLICY**

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

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

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

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

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

## **EXHIBIT C**

### **GENERAL PROVISIONS FOR GOODS AND SERVICES**

#### **1. DEFINITIONS OF TERMS**

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

a. **BID**

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

b. **BID PROPOSAL GUARANTY OR SECURITY**

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

c. **CONTRACT**

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

d. **CONTRACT BOND**

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

e. **CONTRACTOR**

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

f. **DAYS**

Days mean calendar days unless otherwise specified.

g. **GENERAL CONDITIONS**

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

h. **GENERAL PROVISIONS**

General Provisions are standard terms and conditions.

- i. HAR  
Hawaii Administrative Rules
- j. HEAD OF THE PURCHASING AGENCY  
The head of any agency with delegated procurement authority by law or from a chief procurement officer of this State to enter into and, administer contracts.
- k. HRS  
Hawaii Revised Statutes
- l. IFB  
Invitation for Bids
- m. OFFER  
An offer means a bid or proposal as defined in sections 1a and 1p, in response to any solicitation.
- n. OFFEROR  
Any individual, partnership, firm, corporation, joint venture, or other legal entity, submitting directly or through a duly authorized representative or agent, an offer for the work or services contemplated in response to a solicitation as defined in 1s.
- o. PROCUREMENT MANAGER  
Procurement Manager means the person with procurement delegation duly authorized to enter into and administer contracts and make written determinations with respect to the contract. The term includes an authorized representative acting within the limits of authority. The delegated authority is received from the chief procurement officer directly or through the head of a purchasing agency or designee to the procurement manager.
- p. PROPOSAL  
A proposal means any offer submitted in response to any solicitation, except a bid as defined in section 1a.
- q. PURCHASING AGENCY  
Purchasing agency means any governmental body which is authorized by law or rules, or by way of delegation to enter into contracts for procurement of goods, services, or construction.
- r. RFQ  
Request for Quotes
- s. RFP  
Request for Proposals

t. SOLICITATION

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

u. SPECIAL PROVISIONS

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

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

v. SPECIFICATIONS

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

w. STATE

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

x. SURETY

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

y. WORK

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

**2. COMPETENCY OF OFFEROR**

Prospective Offeror must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require Offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status, or any other factors relating to the ability of the Offeror to furnish satisfactorily the goods or services being solicited by the State. Any such inquiries shall be

made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any Offeror who refuses to answer such inquiries will be considered non-responsive.

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

**3. OFFER INCORPORATES SOLICITATION**

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

**4. PREPARATION OF OFFER**

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

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

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

**5. LATE OFFERS, LATE WITHDRAWALS, AND LATE MODIFICATIONS**

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

**6. DISQUALIFICATION OF OFFERORS**

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

**7. IRREGULAR OFFERS**

Offers will be considered irregular and shall be rejected for the following reasons including but not limited to the following: if the offer is unsigned by the Offeror, unless otherwise

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

## 8. **STANDARDS OF CONDUCT**

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

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

## 9. **ACCEPTANCE OF OFFER**

- a. Acceptance of offer, if any, will be made within one hundred twenty calendar days after the opening of offers, and the prices quoted by the Offeror shall remain firm for the one hundred twenty-day period. Unless otherwise provided, each individual item or group of items will be awarded to the responsive and responsible Offeror whose offer complies with all the solicitation requirements. In determining the responsive and responsible Offeror, offers will be evaluated not only on the amounts thereof, but on all factors relating to the satisfactory performance of the contract. Products or servicing capabilities must be of a quality and nature that will meet the needs and purposes of the intended use and must conform to all requirements prescribed in the specifications. The Offeror must have the ability to perform as called for in the contract terms. The State shall be the sole judge of product or vendor capability. The successful vendor will be notified by letter that the offer has been accepted and that the vendor is being awarded the contract.

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

## **10. EXECUTION OF CONTRACT**

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

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

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

## **11. CONTRACT BOND**

- a. The requirement for contract performance and payment bonds, if any, shall be stated in the Special Provisions of the solicitation.
- b. When required by the Special Provisions, a performance bond and a payment bond shall be delivered by the Contractor to the State at the same time the executed contract is delivered. Each amount of the performance and payment bonds shall not exceed fifty

percent of the amount of the contract price; provided, for contracts where contract price cannot be determined at the time of award, the amounts of the bonds shall be as stated in the solicitation.

- c. The acceptable performance and payment bonds are the same as the acceptable bid or proposal security deposit specified in the solicitation. If a surety bond is submitted for either the performance or payment bond, in addition to the form prescribed, a power of attorney for the surety's attorney-in-fact executing the bond shall be provided.

## **12. FAILURE TO EXECUTE CONTRACT**

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

## **13. RETURN OF OFFER GUARANTIES**

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

## **14. PAYMENT**

The awarded Contractor shall submit all invoices via email and in accordance with the State's invoicing guidelines pursuant to the Hawai'i State General Conditions attached to and made a part of this RFP. Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by §103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest not in conformance with statute.

## **15. DELIVERY EXTENSIONS**

In the case of contracts for the purchase of goods, the delivery date, or the maximum number of days for delivery will be specified by the State in its solicitation requirements, and all goods must be delivered with the time specified. However, the Contractor will not be held responsible for delay due to fire, flood, riot, labor disturbances, war, shortage of transportation, act of God or other reason beyond his control, provided that he notifies the State of such delay and the reason therefore as soon as practicable after its occurrence and requests extension prior to the specified date of delivery. Requests for extension of time shall be accompanied by documents such as the Contractor's purchase order, manufacturer's acknowledgment, shipping manifest, and any other documents substantiating that the causes

for delay were beyond the control of the Contractor. The State shall be the sole judge of whether such delay is truly beyond the control of the Contractor and whether an extension will be granted. The State reserves the right to terminate the contract or to assess liquidated damages if provided for in the contract, for delays not covered by specific authorized extension.

**16. PERSONAL LIABILITY OF PUBLIC OFFICIALS**

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

## **EXHIBIT D**

### **SPECIAL PROVISIONS**

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

4. Uniform Information Practices Act. Paragraph No. 24b of the attached General Conditions, entitled Confidentiality of Material, is further clarified as follows: CONTRACTOR acknowledges and agrees that the HTA, as a government agency of the State of Hawai‘i, United States, must comply with the provisions of the Hawai‘i Uniform Information Practices Act ("UIPA"), codified as a body of law under chapter 92F, Hawai‘i Revised Statutes, and that all documents maintained by the HTA are presumed to be subject to public disclosure unless otherwise exempt from public disclosure pursuant to specific exceptions provided by law. CONTRACTOR further acknowledges and agrees that as an HTA contractor receiving Public Funds, CONTRACTOR may also be required to comply with the UIPA by making documents maintained by CONTRACTOR in its offices and related to the performance of this CONTRACT available for public inspection unless otherwise deemed proprietary and confidential.
5. Conflicts of Interest. Paragraph No. 5 of the attached General Conditions is further clarified as follows: Contractor acknowledges and agrees that it has represented to HTA, and HTA has justifiably relied upon such representation, that Contractor is duly authorized, by law and in equity, to conduct the project described in the Proposal under the trade name or other name commonly understood for the Project. The Contractor shall avoid any actual or apparent conflict of interest in performing this Contract and shall promptly disclose any 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.