RELEASE DATE: November 20, 2026

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

REQUEST FOR PROPOSALS
RFP NO. 27-19
(NOTICE TO OFFERORS)

ISLAND DESTINATION BRAND MARKETING & MANAGEMENT SERVICES

OFFERS ARE DUE AT 1:00 P.M. HAWAI‘I STANDARD TIME (HST) ON December 21, 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 holistically managing tourism in Hawai‘i sustainably, consistent with community desires, economic goals, cultural values, preservation of natural resources, and visitor industry needs.

The HTA was established in 1998 under Chapter 201B, Hawai‘i Revised Statutes (HRS). The HTA is administratively attached to the Department of Business, Economic Development and Tourism (DBEDT).

The HTA works with the community and industry to ensure that we live up to Mālama 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.

Representation of the Hawaiian Islands in our primary visitor source markets, known as Major Market Areas (MMAs), is through contracted firms collectively known as our Global Marketing Team (GMT). HTA currently engages GMT in the U.S., Canada, Oceania (Australia & Aotearoa-New Zealand), Europe, Japan, Korea, China, and Taiwan markets.

In addition, the HTA creates, manages, and supports the development of unique tourism experiences such as community and cultural festivals, sporting events, natural resources, and community and cultural programs. The HTA also directly affects the visitor experience through its support of workforce development, visitor assistance programs, the integration of community and residents’ considerations, and a deep respect for Native Hawaiian culture.

HTA Strategic Plan

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

- **Resident Sentiment:** Improved resident sentiment toward tourism as measured in the Resident Sentiment Survey.
- **Visitor Satisfaction:** Improved prospective/returning visitor satisfaction with visiting Hawai‘i as measured by the Visitor Satisfaction Survey.
- **Average Daily Visitor Spending:** The average dollars spent by visitors.
- **Total Visitor Expenditures:** The U.S. dollar amount spent in Hawai‘i attributed to visitors. Includes direct spending by visitors while in Hawai‘i as well as any prepaid package purchased before arrival.

The Hawaiian Islands Brand & "*Hawai'i Stays with You*" Campaign

The Hawaiian Islands brand is rooted in culture and connection. While the allure of the Hawaiian Islands has attracted visitors for more than a century, the true power of Hawai'i is in the people of Hawai'i. For Native Hawaiians and *Kama'āina* (residents), this special place isn't just a vacation destination, it's our home. As the voice of The Hawaiian Islands, we share the stories of the people and places of Hawai'i with genuine *aloha* and respect for our indigenous and local culture. By seeing Hawai'i through our eyes, welcomed guests can experience the true beauty of our islands. For the complete Hawaiian Islands Brand Guidelines, please visit: https://hta.hawaii.gov/wp-content/uploads/2026/06/2026-thi-brand-guidelines-external-final.pdf.

All HTA brand marketing efforts are aligned to reinforce The Hawaiian Islands brand including the current campaign, "*Hawai'i Stays With You*." This campaign invites travelers to experience Hawai'i to listen deeper, connect, and return home changed. It emphasizes that life in Hawai'i moves with intention - blending tradition and innovation - and encourages visitors to participate in that rhythm with humility and respect.

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
GMT	Global Marketing Team. The HTA term given to its various contractors for their respective markets.
GP	General Provisions

HAR	Hawai‘i Administrative Rules. State rules outlining procedures for applying statutes.
HCC	Hawai‘i Convention Center
HCE	Hawai‘i Compliance Express
HIePRO	Hawai‘i State eProcurement System
High-Value Traveler	This term is used to describe traveler segments targeted by our marketing or sales tactics. Typically, these are travelers who are likely to spend more per trip. These may include international, MCI, luxury, wedding, sports/events travelers, and other categories. By targeting these travelers, we can generate greater economic impact (*value*) without large increases in visitor numbers (*volume*). A high value also can be placed on visitors who show desirable behaviors, such as mindfulness or a willingness to visit multiple islands. (Many Hawai‘i visitors may not fit these definitions because not all who visit are targeted by our marketing.)
HOPA	Head of the Purchasing Agency. The Director of the Department of Business, Economic Development and Tourism is the HOPA for HTA.
HRS	Hawai‘i Revised Statutes
HST	Hawai‘i Standard Time
HTA	Hawai‘i Tourism Authority
IDBMMS	Island Destination Brand Marketing and Management Services
IRS	Internal Revenue Service
Knowledge Bank	HTA’s digital asset library of licensed creative assets accessible to the public. Registration and agreement to terms and conditions apply.
KPI	Key Performance Indicator
LOS	Length of Stay. The average number of days a visitor stays in Hawai‘i.
MCI	Meetings, Conventions & Incentives
Ma‘ema‘e Toolkit	A collection of resources and instructions to represent Native Hawaiian language and culture accurately and respectfully.
Mindful Traveler	Travelers who are respectful, responsible, and environmentally conscious. They seek to explore and make meaningful memories, respect the culture and environment of the places they visit, and desire to support something bigger than themselves.
MMA	Major Market Area. The geographic area to be covered under this RFP and contract. Also referred to as simply “the market”.
Offeror	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly, or through a duly authorized representative or agent, a bid for the goods and/or services contemplated in this RFP.
OIP	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 HTA
Regenerative Tourism	**§201B-1: "Regenerative Tourism"** means a tourism model that: (1) Is designed and carefully managed to bring net benefits to local communities and destinations; and (2) Implements an innovative and sustainable economic development plan to: (A) Make net positive contributions; (B) Create conditions that allow communities to flourish; (C) Engage in collaborative efforts that provide visitors with genuine and meaningful experiences in Hawai'i; and (D) Improve destinations for current and future generations for the well-being of the environment, residents, indigenous communities, and visitors.
Resident Sentiment Survey	The surveys gathered and reports published regarding Hawai'i resident sentiment towards tourism in the State.
RFP	Request for Proposals, including all parts, Sections, Exhibits, Attachments, and Addenda.
ROI	Return on Investment
SPO	Hawai'i State Procurement Office
State	State of Hawai'i, including its departments, agencies, and political subdivisions.
Total Arrivals	The total number of visitors that arrive from the market.
Total Expenditures	The U.S. dollar amount spent in Hawai'i attributed to a visitor. Includes direct spending by visitors while in Hawai'i as well as any prepaid package purchased before arrival. Does not include transpacific air costs to and from Hawai'i, commissions paid to travel agents, or portions of the package in another state or country.
Airlift Development	Monitoring seat inventory and working with carriers to expand routes and frequency to improve accessibility statewide
Route Maintenance	Monitoring load factors and supporting underperforming routes
Multi Island Utilization	Monitoring and generating more multi-island itineraries within the state

1.3 ELECTRONIC PROCUREMENT

1.3.1 The State has established the Hawai'i State eProcurement System (HIePRO) to promote an open and transparent system for vendors to compete for state contracts electronically. Offerors interested in responding to this solicitation must be registered on HIePRO. Registration information is available at the State Procurement Office (SPO) website: http://spo.Hawaii.gov/HIePRO, then select HIePRO Vendor Registration Guide. For online assistance, on the HIePRO (https://hiepro.ehawaii.gov/welcome.html) landing page, select 'Help Chat – online' at the top of the page. Tyler Technologies can be reached at (808) 695-4620 or by email at: hiepro@ehawaii.gov.

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

1.3.3 As part of this procurement process, Offerors are informed that awards made for this solicitation, if any, shall be done through the HIePRO and shall therefore be subject to a mandatory .75% (.0075) transaction fee, not to exceed $5,000 for the total contract term. This transaction fee is payable to Tyler Technologies (formerly known as NIC Hawai‘i) and shall be based on the original award amount. Refer to the “Instructions” tab in the HIePRO solicitation for more details. The mandatory transaction fee shall be at the Contractor’s sole cost and expense.

1.3.4 Offerors shall review all special instructions located in HIePRO. Offerors are responsible for ensuring that all necessary files are attached to their offer prior to the proposal deadline. Offerors are advised not to wait until the last minute to submit their proposal on HIePRO. Offerors should allow ample time to review their submitted proposal, including attachments, prior to the proposal deadline. The State shall not be responsible for responses/attachments that were not uploaded by the due date/time.

1.3.5 Changes to the RFP, including but not limited to answers to questions and procurement requirements, shall be changed via formal written addenda issued by the State. The State accepts no responsibility if a prospective Offeror does not receive solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor HIePRO to obtain any RFP addenda or other information relating to the RFP.

1.3.6 Tyler Hawai‘i is the vendor contracted by the State of Hawai‘i to provide the HIePRO application only and cannot respond to any questions regarding procurement or a particular solicitation. Payment must be made to Tyler Hawai‘i within thirty (30) days of receipt of invoice. The invoice is generated based on the date the award is posted.

1.4 RFP SCHEDULE AND SIGNIFICANT DATES

The schedule represents the State’s best estimate of the schedule that will be followed. All times indicated are 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	November 20, 2026
Deadline to Submit Written Questions (must be submitted in HIePRO)	November 27, 2026 at 1:00pm, HST
Deadline to Submit Notice of Intent to Offer	December 4, 2026
State’s Response to Written Questions (will be posted in HIePRO)	December 3, 2026
Proposal Due Date/Time, Evaluation Period Begins	**December 21, 2026 at 1:00pm, HST**
Priority Listed Offeror Selection & Notification	Week of December 21, 2026
Oral Presentation with Priority Listed Offerors (if needed)	Week of December 28, 2026
Best and Final Offer Deadline (if necessary)	Week of December 28, 2026
Notice of Award (estimate)	Week of December 28, 2026
Start of Contract Performance (estimate)	January 4, 2027

1.5 NOTICE OF INTENT TO OFFER

Notice of intent to offer is not required but is highly encouraged. By registering your company, any applicable addenda will be sent to you. If you are interested in responding to this

solicitation, for confidentiality reasons, please email the information specified below to procurement@gohta.net with "HTA RFP 27-19 Notice of Intent to Offer" in the subject line by the deadline noted in the RFP Schedule. This email will serve as your intent to submit an offer. Submission of your intent to offer does not mean you must submit an offer.

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

1.6 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

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

1.7 PROTEST OF RFP CONTENT

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

1.8 CANCELLATION

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

1.9 WEBSITE REFERENCE

Item	Website
Hawai'i Electronic Procurement System	https://hiepro.ehawaii.gov/welcome.html
HTA Website	https://hta.hawaii.gov/
The Hawaiian Islands Brand Guidelines	https://hta.hawaii.gov/wp-content/uploads/2026/06/2026-thi-brand-guidelines-external-final.pdf
HTA Brand Assets/Knowledge Bank (photos, videos, b-rolls)	https://hawaii.barberstock.com/
Ma'ema'e Toolkit	https://hta.hawaii.gov/what-we-do/tools-resources/ma%CA%BBema%CA%BBe-toolkit/
HTA Research	https://hta.hawaii.gov/research/
Consumer Website	www.gohawaii.com
Travel Trade Website	https://agents.gohawaii.com/
Media Website	http://media.gohawaii.com/statewide/
MCI Website	https://www.meethawaii.com/
YouTube – GoHawaii Channel	https://www.youtube.com/gohawaii

Hawai‘i Compliance Express	https://vendors.ehawaii.gov/
eHawaii.gov YouTube Channel	https://www.youtube.com/user/eHawaiigov1/videos
Hawai‘i State General Conditions	https://hiepro.ehawaii.gov/static-resources/103D-1%20General%20Conditions.pdf
HRS Chapter 201B HRS - HTA’s inception statute.	https://www.capitol.hawaii.gov/hrscurrent/vol04_ch0201-0257/HRS0201B/HRS_0201B-.htm

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

SECTION TWO: BACKGROUND AND SCOPE OF WORK

2.1 MARKET OVERVIEW AND BACKGROUND

According to 2025 data, the industry generated more than $21.75 billion in total visitor spending, up from $20.58 billion (+5.7%) in 2024. Total visitor arrivals reached 9,645,161, down slightly from 9,701,499 visitors (-0.6%) in 2024. The island specific visitor data is available on HTA website: https://hta.hawaii.gov/research.

The HTA will track actual data throughout the contract term and will review them against historical data and forecasts for the applicable period to assist in assessing the appropriateness and the success of the Contractor's programs and activities.

2.2 SCOPE OF WORK

The HTA is soliciting a qualified contractor to provide a full range of comprehensive island-specific brand marketing & management services for each island (Kauaʻi, Oʻahu, Maui, Molokaʻi, Lānaʻi, and Hawaiʻi) with a focus targeting high-value, mindful visitors from HTA's major market areas (U.S., Canada, Japan, Oceania, Korea, China, Taiwan, Europe, and Philippines).

1) **Public Relations and Social Media**
   - Target relevant consumer and trade media aligned with Hawaiʻi's brand to generate positive coverage.
   - Engage key opinion leaders and influencers to extend Hawaiʻi's messaging to target audiences.
   - Develop and distribute news releases and newsletters highlighting "What's New in Hawaiʻi."
   - Proactively develop and execute media pitches that promote responsible travel to Hawaiʻi.
   - Develop and maintain a social media content calendar and create relevant content.
   - Manage consumer, trade, and media inquiries related to each island and ensure timely dissemination of accurate information.
   - Ensure all individual island campaigns align with the overall global messaging and creative standards to maintain brand consistency and integrity.

2) **Familiarization (FAM) Trip Management**
   - Update FAM protocols, toolkits, and post-FAM surveys for HTA approval and participant use.
   - Develop an annual Contractor-initiated FAM plan outlining proposed target markets, audiences, and themes.
   - Support the execution of island-specific FAM trips initiated by HTA or its global marketing team.

3) **In-Market Trade Events & Promotions**
   - Travel to HTA's Major Market Areas to support trade shows, travel missions, and other promotional activities as approved by the HTA.
   - Coordinate and manage all logistics for the annual IPW trade show on behalf of HTA, including securing and reserving HTA's booth space; managing participation by industry partners and HTA's global marketing team and increasing participation by industry businesses; coordinating booth design, setup and tear-down; managing registration for HTA attendees; and managing related vendors, event materials, appointment schedules, and on-site logistics.

4) **Marketing Asset Development and Support**
    - Support HTA and its global marketing team in connection with the production of creative assets, including photo and video shoots, itineraries, locations, and permits, in compliance with cultural protocols and applicable laws and regulations.
    - Propose and develop new creative assets for each island within the existing RFP budget. All creative assets developed using State funds shall be considered "work for hire" and owned by the State.
    - Assist with the review and update of HTA resources, including Brand Guidelines, the Ma'ema'e Toolkit, Sensitive Destinations List, website content, and other relevant materials.
    - Provide amenity kits for trade shows and other marketing activities upon HTA request.

5) **Island Destination Education & Training**
    - Develop an annual island destination training calendar targeting HTA's Major Market Areas and global marketing team.
    - Support HTA, upon request, in providing island destination education and training to travel trade and media in markets outside HTA's Major Market Areas.

6) **Crisis Management**
    - Coordinate with local government officials, authorities, and designated organizations on crisis communications and management related to visitors and the visitor industry.
    - Under HTA's direction, assist in developing timely and appropriate visitor- and industry-facing messaging to mitigate long-term impacts.

7) **Island Liaison**
    - Advise HTA on the respective island brand and the overall Hawaiian Islands brand.
    - Support HTA in addressing visitor industry needs, including liaising with county government and other relevant organizations.
    - Serve as a trusted resource for island-specific information and locally sourced products for events and business needs.
    - Maintain consistent communication and collaboration with HTA's Destination Manager for each respective island.

8) **Account Administration**
    - Submit the following reports to HTA each month:
        - A written monthly activity report
        - A monthly activity measures tracking report
        - A monthly and year-to-date expenditure report

    All monthly reports must be submitted by the 10th day of the month following the month in which the activities occurred. All expenses are subject to audit by HTA.

In preparing proposals, Offerors shall consider and reflect the HTA's destination brand marketing directives outlined below:

a) Strengthen brand awareness of the Hawaiian Islands as a premier leisure travel destination, while showcasing the distinct identities of Kaua'i, O'ahu, Lāna'i, Moloka'i, Maui, and Hawai'i Island, as defined in The Hawaiian Islands Brand Guidelines.

b) Drive travel demand to the Hawaiian Islands by promoting multi-island itineraries and focusing marketing efforts toward shoulder periods to smooth seasonal fluctuations in arrivals across each island.
c) Develop and manage airline partnerships to monitor and optimize load factors, maintain and expand airlift capacity, and enhance multi-island utilization.
d) Target high-value mindful travelers while cultivating the next generation of travelers through targeted engagement.
e) Increase per-person expenditure and overall visitor spending in alignment with HTA's Key Performance Indicators.
f) Achieve an annual growth rate in visitor spending that exceeds the growth rate of visitor arrivals.
g) Drive visitor spending into Hawai‘i-based businesses and organizations to support a healthy local economy.
h) Promote Hawai‘i's cultural festivals, events, and programs supported by HTA.
i) Educate visitors on safe, responsible travel, and respect Hawai‘i's culture, people, and environment, in coordination with the HTA's Destination Stewardship Branch to ensure consistency throughout the visitor journey.
j) Maintain the cultural integrity of the Hawaiian language, customs and practices, cultural and historic sites, and imagery in all brand marketing initiatives.
k) Engage local communities and stakeholders and pursue strategic partnerships to strengthen destination marketing capacity.
l) Leverage market insights and stay adaptable to changing trends and technology and continuously innovate to maximize return on investment.
m) Assist HTA and designated partners in crisis communication for the visitor industry, safeguarding the destination's brand image.
n) Ensure that initiatives are metric driven.

The Scope of Work identified in this RFP represents HTA's anticipated service needs at the time of solicitation issuance. Due to the evolving nature of tourism market conditions, strategic priorities, and legislative appropriations, HTA reserves the right to adjust, expand, reduce, defer, reprioritize, or phase work activities during the Contract term, provided such adjustments remain within the general scope of services contemplated by this RFP.

Additional funding, if appropriated or otherwise made available during the Contract term, may be applied toward:

a. Expansion of services already identified within the Scope of Work;
b. Additional campaigns, activations, media placements, market research, trade initiatives, or strategic programs contemplated under this RFP; or
c. Increased service levels, deliverables, or geographic coverage within the awarded Major Market Area.

Any additional work or funding allocation shall be implemented through written authorization or contract amendment executed by HTA, subject to applicable procurement requirements and availability of funds.

2.3 KEY PERFORMANCE INDICATORS (KPI) & ACTIVITY MEASURES

For this RFP, HTA has identified the following key performance indicators that the Contractor is responsible for:

1) Number of Contractor-initiated and hosted media, influencer, and travel trade FAM trips for each island.
2) Satisfaction of participants in Contractor-initiated FAM trips.
3) Number of trade shows, travel missions, and other in-market promotional activities

supported or attended by the Contractor.

4) Number of destination education and training sessions conducted for HTA's Major Market Areas.
5) Number of Hawai'i industry businesses participating in IPW.
6) Satisfaction of IPW participants.
7) Number of new creative assets developed by the Contractor.
8) Number of destination consultation services provided at HTA's request.
9) Number of FAM trips initiated by HTA or its global marketing team and supported by the Contractor.
10) Satisfaction of participants in FAM trips initiated by HTA or its global marketing team.

Offerors shall propose quarterly targets for Items 1–7, subject to HTA approval. For Items 8–10, the Contractor shall track and report results monthly.

2.4 COMPENSATION

This shall be a Fixed-Price contract, inclusive of all taxes and expenses, for an amount not to exceed **SEVEN MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($7,500,000.00 USD)**, for the entire contract term 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 the maximum compensation stated herein. The total proposed price submitted in the Offeror's cost proposal shall exactly match the amount entered in HIePRO. Failure to comply may result in the proposal being deemed nonresponsive.

- **Initial Contract Period (January 2027 to December 2027)**: the total amount shall not exceed TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($2,500,000.00 USD), tax inclusive. This amount includes $100,000.00 USD for the annual IPW trade show.

- **Second Contract Period (January 2028 to December 2028)**: the total amount shall not exceed TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($2,500,000.00 USD), tax inclusive. This amount includes $100,000.00 USD for the annual IPW trade show.

- **Third Contract Period (January 2029 to December 2029)**: the total amount shall not exceed TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($2,500,000.00 USD), tax inclusive. This amount includes $100,000.00 USD for the annual IPW trade show.

The fixed price shall be inclusive of all other costs necessary to perform the scope of work. Notwithstanding anything in other sections of this RFP, the not-to-exceed amounts listed in this section shall prevail.

Offerors shall provide a detailed budget for each Contract Period using the Budget Plan Worksheets provided as Attachment 01. The budget shall identify the proposed costs allocated to each applicable service or service category and shall separately identify any applicable unit prices, rates, quantities, and extended costs necessary to perform the Scope of Work.

The unit prices or rates submitted for each service shall remain consistent throughout the three (3) Contract Periods, unless an adjustment is permitted in accordance with HAR § 3-122-149(f)(4) and applicable law. The annual budget amounts submitted for the Second and Third Contract Periods are estimates for planning and evaluation purposes and do not constitute a guarantee of funding or a commitment by the State to purchase a particular quantity or level of

services.

If funding available for a subsequent Contract Period differs from the estimated budget, HTA shall adjust the authorized quantities, level, or allocation of marketing activities and services through a written contract amendment, as permitted by applicable law. Any such adjustment shall not automatically change the established unit prices or rates. Any adjustment to unit prices or rates must be separately justified and authorized in accordance with HAR § 3-122-149(f)(4) and applicable procurement requirements.

The Contractor shall continue to perform the authorized Scope of Work within the funding and service levels approved by HTA. Any changes to the authorized services, activities, or funding levels shall be documented in a written contract amendment executed by the State before implementation. Compensation under the Contract may be adjusted during the Contract term based upon:

- Availability of funds;
- Changes in HTA program priorities;
- Addition or reductions of authorized services:
- Legislative appropriation levels; or
- Other operational needs determined by the HTA.

HTA reserves the right to increase or decrease funding levels and corresponding services during the Contract term through written contract amendment, provided such changes remain within the general scope of the procurement and are permitted under applicable law.

No minimum amount of work or compensation is guaranteed beyond the amount expressly authorized by HTA, and the not-to-exceed contract amount shall not be exceeded unless formally amended in accordance with HRS Chapter 103D and applicable HAR.

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.

The awardee will be required to submit a Certificate of Current Cost or Pricing Data Form, after which the HTA will make a Cost Reasonableness Determination.

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

State Fiscal-Year Funding Contingency

Notwithstanding the annual Contract Periods and budget estimates described above, funding for the Contract is subject to the State fiscal-year funding requirements, including appropriation, allotment, and availability of funds for each succeeding fiscal year. The Contract Periods run from January 1 through December 31; however, funding availability and continuation of the Contract are subject to the fiscal-year requirements, notice provisions, and cancellation provisions set forth in Section 2.5.

2.5 CONTRACT TERM AND MULTI-TERM CONTRACT REQUIREMENTS

The anticipated Contract shall be a multi-term contract pursuant to HRS Chapter 103D and HAR § 3-122-149(f), as applicable. The total Contract term shall be thirty-six (36) months, commencing January 1, 2027, and ending December 31, 2029, unless earlier canceled or terminated in accordance with the Contract and applicable law.

a. Contract Periods and State Fiscal Years
The Contract shall consist of three (3) consecutive annual Contract Periods:

- First Contract Period: January 1, 2027, through December 31, 2027.
- Second Contract Period: January 1, 2028, through December 31, 2028.
- Third Contract Period: January 1, 2029, through December 31, 2029.

The State's fiscal year runs from July 1 through June 30. Accordingly, each Contract Period may extend across two State fiscal years. For purposes of funding availability and continuation of the Contract, the applicable funding periods are:

- Fiscal Year 2027: January 1, 2027, through June 30, 2027.
- Fiscal Year 2028: July 1, 2027, through June 30, 2028.
- Fiscal Year 2029: July 1, 2028, through June 30, 2029.

Fiscal Year 2030: July 1, 2029, through December 31, 2029, the remaining portion of the Contract term.

The calendar-year Contract Periods establish the annual contract and budget periods; they do not eliminate the requirement for funding availability for each succeeding State fiscal year.

b. Funding Contingency
At the time of Contract execution, funding is available only for the portion of the Contract beginning January 1, 2027, and ending June 30, 2027, unless additional funding has been appropriated, allotted, and made available.

Continuation of the Contract beyond June 30, 2027, and beyond each subsequent June 30 during the Contract term, is contingent upon the appropriation, allotment, and availability of sufficient funds for the applicable succeeding State fiscal year. The State's obligation to continue performance or make payments for any succeeding fiscal year is subject to the availability of those funds and all required State approvals.

Nothing in the Contract shall be construed as a guarantee that funds will be available for the entire thirty-six (36)-month Contract term or as an obligation of the State to expend funds that have not been appropriated, allotted, or otherwise made available.

c. Cancellation Due to Unavailability of Funds at a Fiscal-Year Boundary
If sufficient funds are not appropriated, allotted, or otherwise made available to continue the Contract into a succeeding State fiscal year, the State shall cancel the remaining Contract requirements in accordance with HAR § 3-122-149(g) and applicable law. Such cancellation shall be effective no later than the end of the then-current funded fiscal period, unless an earlier effective date is required by the circumstances or applicable law.

The State shall provide the Contractor written notice of the unavailability of funds and cancellation in accordance with the notice requirements of HAR § 3-122-149(f). The notice shall identify the effective date of cancellation and any instructions concerning cessation of services, outstanding deliverables, and final invoicing.

The Contractor shall not perform services or incur costs chargeable to the State beyond the effective date of cancellation, except as expressly authorized in writing by the State and permitted by applicable law.

e. HOPA Notice Regarding Funding Availability
The Head of the Purchasing Agency (HOPA) shall provide the Contractor written notice regarding the availability or unavailability of funds for continuation of the Contract into each succeeding State fiscal year, within the time and in the manner required by HAR § 3-122-149(f).

Because the Contract Periods run from January through December, the required funding notice shall address continuation across the applicable July 1 fiscal-year boundary, rather than only the beginning of the next calendar-year Contract Period.

The notice shall identify whether sufficient funding is available to continue the Contract into the succeeding fiscal year or whether the Contract will be canceled due to unavailability of funds. Any notice of funding availability shall not be construed as a guarantee of funding beyond the applicable fiscal year or as a waiver of the State's rights under the Contract or applicable law.

f. Reimbursement of Qualifying Unamortized Nonrecurring Costs
If the Contract is canceled due to unavailability of funds, the Contractor shall be entitled to reimbursement of qualifying, allowable, and documented unamortized nonrecurring costs to the extent required by HAR § 3-122-149(f) and applicable law.

The Contractor shall provide an itemized accounting and supporting documentation for any claimed unamortized nonrecurring costs. Reimbursement shall be limited to costs that satisfy the applicable eligibility requirements and reimbursement conditions and shall exclude costs that have already been recovered through prior payments or that are otherwise ineligible under applicable law.

g. Unexpended Funds
Any unexpended funds shall be handled in accordance with applicable State fiscal requirements and the Contract terms. Nothing in this Section authorizes expenditures beyond the funds appropriated, allotted, and made available for the Contract.

2.6 HTA CONTRACT MONITORING & EVALUATION

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

The HTA staff will conduct annual written evaluations of the Contractor's performance during the contract term. Such evaluations may be considered in determining whether to exercise any contract extension, 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, or termination for convenience. Refer to the General Conditions for details.

Each Evaluation Review will cover the following topics:

- KPIs and Activity Measures – Review results against targets. The Contractor must meet 85% of the total number of activity measures in the approved plan. If any Activity Measure is not met due to circumstances outside of the Contractor's control, the Contractor must provide a written explanation detailing the reason(s) the Activity Measure was not achieved.
- Brand Integrity – Review Contractor's alignment with the HTA Brand Guidelines.
- Financial Accountability – Review any significant variances between budgeted and actual expenditures.

- Communication – Review Contractor's communication with HTA, its global marketing team, and industry partners.
- Reporting – Review all required reports for accuracy, completeness, and timely submission.

Evaluation meetings, either in person or virtually, will be conducted as deemed necessary by HTA.

2.7 OWNERSHIP RIGHTS

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

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

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

2.8 SUCCESSION OF ADDITIONAL CONTRACTORS

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

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

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

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

2.9 GENERAL RESPONSIBILITY TO COMPLY WITH STATE REQUIREMENTS

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

2.10 INHERENT GOVERNMENT FUNCTIONS

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

2.10.1 Determining what supplies or services are to be acquired by the Government;
2.10.2 Approving any solicitation documents, to include documents defining requirements,

specifications, incentives, and evaluation criteria. This includes issuance and conduct of this procurement pursuant to HRS section 103D-303, competitive sealed proposals;

2.10.3 Negotiating cost and pricing;

2.10.4 Awarding contracts;

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

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

2.10.7 Terminating contracts.

2.11 HAWAIʻI TOURISM AUTHORITY RESPONSIBILITIES

2.11.1 Provide direction and guidance as required.

2.11.2 Provide general information in a timely manner.

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

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

2.12 POINT OF CONTACT

The Procurement Manager or 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-27-19**. This number must be referenced in all proposals, correspondence, and documentation related to the RFP.

SECTION THREE: PROPOSAL CONTENT AND SUBMISSION

3.1 PROPOSAL CONTENT

3.1.1 CONTENT FORMAT

- Slide shows and PowerPoint Presentations will not be accepted. The proposal should be compact and substantive. Proposals may include a web address that evaluators can review. However, evaluators will not be required to review your website, so do not omit essential information in reliance on website content. Video, audio, or other similar multimedia materials will not be considered during the evaluation of written proposals, although they may be accepted or even requested in Round 2 of the procurement process.
- The format must be U.S. standard 8.5 by 11 inches. This is a U.S. buyer and, therefore must be oriented to U.S. document sizes. Orientation should be primarily portrait, though landscape is welcome for data or visual presentations as appropriate. No odd-sized pages allowed.
- Page limit. The body of the proposal must not exceed the page limit outlined below. Proposals exceeding the page limit may be disqualified, or the extra pages may be excised prior to review.
- Font size should be 12 pts.
- Ensure all content is submitted in the proper format as described below and note that **the maximum single file size that HIePRO can accept is 100MB; multiple files may be uploaded.**
- All submittals must be provided in English.

3.1.2 CONTENT LIST

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

- **Items 1-6** are to be individually labeled accordingly and submitted as **<u>one</u>** 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) Organizational Capacity
    5) Professional Experience
    6) Island Destination Brand Marketing & Management Services Plan (IDBMMSP)

- **Items 7-9** are to be submitted **<u>separately</u>** as Excel/Word files to be titled individually as Offeror Name (insert titles below):
    7) Budget Plan Worksheets (Attachment 01)
    8) Activity Measures Worksheet (Attachment 02)
    9) Subcontractor References (Attachment 03)

- **Items 10-18** are to be individually labeled accordingly and submitted as **<u>one</u>** PDF file in the order listed below to be titled "**Offeror Name_Proposal Part 2**":
    10) Offeror Check List (Attachment 04)
    11) Proposal Transmittal Letter (Attachment 05)
    12) Corporate Resolution (Attachment 06)
    13) Standard Qualifications Questionnaire (Attachment 07)
    14) Conflict of Interest Disclosures and Attestations (Attachment 08)

15) Contractor References (Attachment 09)
16) Certificate of Vendor Compliance or Proof of Application for CVC
17) Confidential Information List - if applicable (Attachment 10)
18) Hawaii Offeror Preference - SPO-081 - if applicable (Attachment 11)

3.1.3 CONTENT EXPLANATION

1. Cover Page

The cover page shall include the following:

- The name and number of the RFP: RFP 27-19-Island Destination Brand Marketing & Management Services
- Name and address of Company.
- Company Federal and State Tax ID #s.
- Name, email address, and phone number of contact person.

2. Table of Contents

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

3. Cover Letter

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

4. Organizational Capacity

a) Personnel Management
   i) Physical Office. The Offeror must maintain an office on Kauaʻi, Oʻahu, Maui, and Hawaiʻi and provide the name, address, and date established for each office.
   ii) Organizational chart of proposed staffing, including position titles, names, lines of responsibility/supervision. In addition, please indicate time allocation.
   iii) Project Manager ("Key HTA Point of Contact") to be assigned to the HTA account. The project manager shall be 100% dedicated to the HTA account. List detailed qualifications, including experience, time with the organization, and resume/bio demonstrating qualifications related to this RFP.
   iv) Additional Staffing. The Offeror shall identify other key members assigned to the HTA account. List detailed qualifications for each position (including experience, time with the organization, resume/bio demonstrating qualifications related to this RFP), proposed time allocation of staff and their geographic locations. Although a Contractor, as a legal entity, may represent a competing destination, the staff assigned to HTA account may not represent competing destinations.

Note:

The Contractor is expected to be fully staffed and operational to begin the implementation of the destination brand marketing services. Any activity, such as training and orientation, that occurs prior to the execution of an agreement with the selected Contractor shall be at the Contractor's sole cost and expense. Also, the Project Manager or designee is required to attend

HTA's conferences in person in Hawai‘i at least twice annually for approximately one (1) week each time.

i) Supervision and Training. The Offeror shall describe its ability to supervise, train and provide administrative direction relative to the delivery of the proposed services.

b) Accounting System. Describe how the Offeror's accounting system will:
   i) Accurately estimate and timely record actual expenditures for this contract;
   ii) Accurately allocate and timely record all actual expenditures to the various budget categories defined in the attachment for the Budget Plan Worksheets;
   iii) Accurately estimate and timely record actual expenditures of change orders and modifications; and,
   iv) Make certain that only allowable and allocable expenses are charged against any change order or modification of the contract issued under this RFP.

c) Firewalls and other Protections
   i) Offeror shall describe processes and procedures to provide an information barrier, such as a "white room" or other form of firewall, within Contractor's company to prohibit the disclosure of competitively sensitive information acquired or provided through the performance of this contract on behalf of the HTA to any of the Contractor's clients or affiliates representing or associated with a competitor list agreed to by HTA.
   ii) Offeror shall describe specific directives and procedures for its employees and other personnel assigned to the HTA to prevent the respective team, group, or individuals from using HTA information for the advantage of a competitor, either by exchanging information in either formal or informal settings with employees assigned to competing markets, or by independent use of information by those who may have other assignments outside of HTA.
   iii) Management and executive decisions must not disadvantage HTA against other clients. Hawai‘i's best interests must be judged independent of other company interests or, if not, must be placed at the highest priority within the organization.

5. Professional Experience

The Offeror must have at least 5 years of experience and a demonstrated record of accomplishment in destination brand marketing and management. They must possess a deep understanding of the tourism and hospitality industry, as well as familiarity with the specific characteristics and attractions of each island.

a) Describe the Offeror's experience and past performance history in destination brand marketing & management services:
   i) Within the Hawai‘i tourism industry
   ii) Within the MMAs that HTA markets/marketed to
   iii) In general

b) Case Studies: Offeror shall provide no fewer than two (2) case studies representing the following areas:
   i) Demonstrating your familiarity with Hawai‘i's tourism industry.
   ii) Demonstrating your familiarity with the Hawaiian Islands, the Native Hawaiian culture, the multi-ethnic culture and communities.
   iii) Demonstrating experience in finding and using market research to best position the islands as a premier destination.
   iv) Demonstrating experience in targeted programing and projects deployed

within and outside of Hawai‘i about the destination.

c) Performance Measures: Describe a minimum of two (2) past work experiences within the past five years that reflect the tracking of performance measures to targeted results, including the measurement methodology used.

6. Island Destination Brand Marketing & Management Services Plan (IDBMMSP)

The Offeror shall submit a detailed plan using the outline provided by HTA in Exhibit A.

7. Budget Plan Worksheets

The Offeror shall submit a detailed budget plan using the Excel template provided by HTA (see Attachment 01).

8. Activity Measures Worksheets

The Offerors shall submit quarterly targets for activity measures using the Excel template provided by HTA (see Attachment 02).

9. Subcontractor References (if applicable)

If Subcontractor(s) will be used for this contract, Offerors shall submit Subcontractor References forms for each Subcontractor and ensure all requirements of the General Conditions outlined in this RFP are followed. See Section 3.1.2 and Attachment 03 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.

10. Offeror Checklist

The offeror must complete the checklist and submit all items noted on the form. See Attachment 04 for details.

11. Proposal Transmittal Letter

On the Offeror's business letterhead, include a transmittal letter to confirm that the

Offeror will comply with the requirements, provisions, terms, and conditions specified in this RFP. The Offeror shall use the exact legal name as registered with the Department of Commerce and Consumer Affairs. The price shall be submitted on the transmittal letter and shall be the all-inclusive cost, including the GET, and not to exceed $7,500,000.00.

The Offeror represents that neither the Offeror, nor its principals, employees, or agents of the Offeror, presently has any interest and promises that no such interest, direct or indirect, shall be acquired that would or might conflict in any manner or degree with their performance of this Contract, if awarded. Should any conflict exist, it must be disclosed. If no conflict exists, state no conflict on the transmittal letter.

The Offeror must certify that neither the Offeror nor its principals, employees, or agents of the Offeror are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency. If the Offeror cannot certify this statement, attach a written explanation for review by the State. If no debarment action exists, state no debarment on the transmittal letter.

This form must have an electronic signature, which is required before an award, if any, can be made. If unsigned, the offer will be automatically rejected. See Attachment 05 for details.

12. 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 06 for details.

13. Standard Qualifications Questionnaire

The Offeror shall submit Attachment 07, 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.

14. Conflict of Interest Disclosures and Attestations

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

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

15. Contractor References

Offeror must use this form to provide three (3) references for previous work performed as the Prime Contractor and similar to this project. More recent and more

relevant performance usually has a greater impact on the confidence assessment than less recent and less relevant projects. See Attachment 09 for details.

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

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

17. 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 in a separate attachment. 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, the offeror shall state so. (See Section 3.2.6 and Attachment 10 for details).

18. Hawaii Offeror Preference (if applicable)

In accordance with HRS §103D-302 (or HRS §103D-303), the Hawaii offeror preference is applicable to this solicitation, for evaluation purposes only. Offerors desiring to qualify for the five per cent (5%) preference shall submit a completed Hawaii Bidder/Offeror Preference Certification Form (Form SPO-081) with each proposal at or before the time set for receipt of proposals. Certifications submitted for previous or other solicitations will not be accepted. (See Section 3.2.7 and Attachment 11 for details)

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, addendum, and other relevant documents to ensure Offeror understands the requirements of the RFP. Offeror must also become familiar with State, local, and Federal laws, statutes, ordinances, rules, and regulations that may in any manner affect the cost, progress, or performance of the work required.

Should Offeror find defects and questionable or objectionable items in the RFP, 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 an 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 be readily separable from the submittal in order 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 number and sections in a separate attachment. See Attachment 10 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 named on the cover of this RFP 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 that would enable 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 HAWAII OFFEROR PREFERENCE

In accordance with HRS § 103D-303 and SPO Procurement Circular No. 2027-01, the

Hawaii offeror preference is applicable to this solicitation, for evaluation purposes only, subject to the eligibility requirements and limitations set forth in applicable law and procurement guidance.

Offerors seeking to qualify for the five percent (5%) Hawaii offeror preference shall submit a completed Hawaii Bidder/Offeror Preference Certification Form (Form SPO-081) with their proposal at or before the deadline established for receipt of proposals. Certifications submitted for previous or other solicitations will not be accepted.

To qualify, an Offeror must satisfy the applicable eligibility requirements, including maintaining a valid commercial place of business in the State of Hawai‘i that has been open and staffed by the Offeror or an employee of the Offeror for at least two (2) consecutive years immediately preceding the proposal receipt deadline, and certifying that not less than fifty-one percent (51%) of the total direct labor hours required to perform the Contract will be performed within the State of Hawai‘i. The Offeror must also certify that it will maintain its qualification throughout contract performance.

The Hawaii offeror preference shall be applied only when permitted by applicable law, including the applicable contract value threshold and maximum preference amount, and when at least one qualifying Offeror competes against at least one Offeror that does not qualify for the preference. The preference shall not be applied to create an advantage between Offerors that all qualify for the preference. The preference shall not be applied where it conflicts with applicable federal law, regulation, or a condition for the allocation of federal funds.

The five percent (5%) preference is for evaluation purposes only and does not reduce the Contract price. If an Offeror receives the preference and is awarded the Contract, the Contract shall be awarded at the Offeror's original proposed price, not the reduced evaluated price.

Before making an award to an Offeror receiving the preference, the procurement officer shall verify the Offeror's eligibility and provide a reasonable opportunity to cure any deficiency as permitted by applicable requirements. Failure to maintain qualification as a Hawaii offeror during Contract performance shall subject the Contract to a price adjustment equal to the value of the preference applied and may constitute cause for debarment under HRS § 103D-702.

Form SPO-081 is incorporated into this RFP as an attachment and shall be completed and submitted by any Offeror seeking the Hawaii offeror preference. (See Attachment 11)

3.2.8 EXCEPTIONS

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

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

3.2.9 SUBMITTAL REQUIREMENTS

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

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

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

3.2.10 RECEIPT AND REGISTER OF PROPOSALS

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

3.2.11 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 a proposal must be made prior to the deadline for the submittal of proposals.

3.2.12 MISTAKES IN PROPOSALS

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

3.2.13 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 HIePRO shall not be accepted. No hard copies will be accepted.

3.2.14 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 it's tax or other obligations to a government agency;

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 Category	Evaluation Subcategory	Point Breakdown	Maximum Score
Criteria #1: Overall Capabilities of Firm & Qualifications of Personnel	Firm capabilities and resources, including experience with state, county, and federal agencies, and professional experience in Hawai'i and major market areas.	10	
	Depth of relevant experience, demonstrated success on similar projects, and proven past performance.	10	
	Qualifications and expertise of the proposed management team, staff, and subcontractors, including FTEs dedicated to the HTA account.	15	
	Subtotal		35
Criteria #2: Island Destination Brand Marketing & Management	Plan's long-term vision and roadmap and alignment with HTA's Strategic Plan and Destination Management Action Plance	8	
	Depth and quality of market analysis and target audience insights.	8	

Evaluation Category	Evaluation Subcategory	Point Breakdown	Maximum Score
Services Plan (IDBMMSP)	Quality and effectiveness of the proposed strategies and actions, including the creativity of the approach.	16	
	Strength and Relevance of Proposed Performance Targets and Outcomes	8	
	Subtotal		40
Criteria #3: Familiarity with Hawai‘i Brand and Product	The evaluation will assess the Offeror's understanding of the Hawaiian Islands, its people, Native Hawaiian culture, Hawai‘i's multi-ethnic communities, and the Hawai‘i visitor industry and HTA, as well as how this knowledge is integrated throughout the proposal. Note: this is not a separate section, but an overall analysis of the entire proposal.	15	15
Criteria #4: Price	Total Price Calculation (see further detail below)	10	10
Total Possible Points			**100**

The Evaluation Committee shall evaluate and score proposals in accordance with the evaluation criteria, scoring methodology, and procedures established in this RFP. Each evaluation criterion shall be scored separately, and the basis for each score shall be documented in the evaluation record.

Price Evaluation Criteria

In accordance with HAR §3-122-52 and HRS Chapter 103D, the proposal with the lowest evaluated price, based on the total proposed cost for the contract period (not to exceed $7,500,000.00 USD), shall receive the maximum points available for price (10 points). Each proposal with a higher evaluated price shall receive proportionately fewer points.

Application of the Hawai‘i Offeror Preference

In accordance with HRS §103D-303 and SPO Procurement Circular No. 2027-01, a five percent (5%) Hawai‘i Offeror Preference shall be applied for evaluation purposes when applicable and subject to all eligibility requirements and limitations established under applicable law.

For an Offeror that qualifies for the Hawai‘i Offeror Preference, its evaluated price shall be calculated by reducing its original proposed price by five percent (5%). The evaluated price for an Offeror that does not qualify for the preference shall remain its original proposed price.

The preference shall only be applied when at least one qualifying Hawai‘i Offeror competes against at least one Offeror that does not qualify for the preference. No preference adjustment shall be applied when all competing Offerors qualify for the preference.

Price Scoring Formula

After application of any applicable Hawai‘i Offeror Preference, price points shall be calculated using the following formula:

Lowest Evaluated Price × Maximum Points Available for Price ÷ Offeror's Evaluated Price = Cost Points Awarded

The five percent (5%) preference is for evaluation purposes only and does not reduce the actual proposed Contract price. Any resulting Contract award shall be made at the Offeror's original proposed price, not the adjusted evaluated price.

The application of the preference remains subject to the eligibility requirements, contract value limitations, and other conditions established under applicable law and SPO Procurement Circular No. 2027-01.

Assessment	Overall Scoring Guidelines	Total Score
Poor	Proposal is inadequate in many basic aspects for the scored category. Evaluator has very low confidence in the Offeror's ability to perform as promised or as required.	**0-19**
Marginal	Proposal minimally addresses the requirements, but one or more major considerations of the category are not addressed, or lacking in some essential aspects for the specific criteria. Evaluator has low confidence in the Offeror's ability to perform as promised or as required.	**20-40**
Adequate	Proposal adequately meets the minimum requirements for the category and is generally capable of meeting the State's needs for specific criteria. Evaluator has confidence in the Offeror's ability to perform as promised or as required.	**41-60**
Good	Proposal more than adequately meets the minimum requirements of the specific criteria, and exceeds those requirements in some aspects. Evaluator has high confidence in the Offeror's ability to perform as promised or as required.	**61-80**
Excellent	Proposal fully meets all requirements and exceeds most requirements. Evaluator has extremely high confidence in the Offeror's ability to perform as promised or as required.	**81-100**

4.3 EVALUATION COMMITTEE

The HTA intends to conduct a fair and impartial evaluation of proposals received in response to

this RFP. Proposals shall be reviewed and evaluated by an Evaluation Committee in accordance with HRS Chapter 103D, HAR Chapter 3-122, and the requirements of this RFP.

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

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

The Evaluation Committee shall consist of at least three (3) qualified governmental employees , pursuant to HAR §3-122-45.01. Committee members shall possess the knowledge, experience, or expertise necessary to evaluate the proposals against the evaluation criteria established in the RFP.

The Evaluation Committee shall independently evaluate and score proposals in accordance with the evaluation criteria, scoring methodology, and procedures specified in this RFP. Committee members shall comply with applicable procurement requirements concerning conflicts of interest, confidentiality, and evaluator independence. The Evaluation Committee's findings, scores, and supporting comments shall be documented and maintained in the procurement file.

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

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

4.4.1 Evaluation Process:

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

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

4.4.2 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.

4.4.3 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.

4.4.4 <u>Phase 2 – Discussions and Additional Information</u>:

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.

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 Island Destination Brand Marketing Management (IDBMMS) Services Plan score will be ranked higher. If that, too, is a tie, then the one with the higher average Overall Capabilities of firm and Qualifications of Personnel – will be ranked higher.

<u>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 criteriaa set forth in Section 4.2 of the RFP.</u>

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 for the execution of a contract and final payment.

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

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

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

5.3 PROPOSAL AS PART OF THE CONTRACT

This RFP, any addenda issued, and all or part of the successful 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 portions of proposals and procurement records that are confidential or otherwise exempt from disclosure under applicable law, the procurement file shall be available for public inspection upon posting of the award, pursuant to HRS § 103D-105 and HAR § 3-122-58. Notwithstanding the foregoing, access to competitors' proposals may be withheld pursuant to HRS § 92F-13(3), as applicable, while a procurement protest is pending, until the protest is resolved and the applicable contract(s) are executed. If a person is denied access to a State procurement record, the person may appeal the denial to the Office of Information Practices in accordance with HRS § 92F-15.5.

5.5 DEBRIEFING/PROTEST

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

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

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

5.6 PROTEST PROCEDURES

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

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

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

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

- Name and address of the protestor;
- Appropriate identification of the procurement;
- A statement of the reasons for the protest; and
- Supporting exhibits, evidence, or documents to substantiate any claims unless not available

with the required filing time, in which case the expected availability date shall be indicated.

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

5.7 APPROVALS

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

5.8 CONTRACT EXECUTION / NOTICE TO PROCEED

The successful Offeror receiving an award shall enter into a formal written Contract. Work shall commence on the official commencement date specified on the Notice to Proceed issued by the State. No work is to be undertaken by the Contractor prior to the commencement date specified in the Notice to Proceed. Any preparation and planning, or other work performed by the Contractor prior to the issuance of the Notice to Proceed shall be performed at the Contractor's sole risk and expense. The State of Hawai'i shall not liable for any work performed, costs incurred, loss of profits, or damages of any kind arising from work performed prior to the official commencement date.

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

5.9 INSURANCE

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

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

b. Automobile Liability Insurance
Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of $1,000,000 for bodily injury for each person, $1,000,000 for bodily injury for each accident, and $1,000,000 for property damage for each accident, or a $2,000,000 single limit.

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

d. Cyber Liability / Data Breach Coverage

When appropriate to the nature and scope of the services performed, including the Contractor's access to, collection, processing, storage, or transmission of HTA data or information systems, the Contractor shall maintain Cyber Liability insurance, including coverage for data breach response, unauthorized access, privacy liability, network security liability, and notification costs, with limits of not less than $1,000,000 per claim. The applicability of this coverage shall be determined based on the services to be performed and the associated risks.

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."
- The requirement to name the State of Hawai'i, the Hawai'i Tourism Authority, and their respective officers, employees, and agents as additional insureds shall apply only to insurance policies for which additional-insured status is appropriate and available, such as commercial general liability and automobile liability policies. This requirement shall not apply to professional liability, cyber liability, or other policies for which additional-insured status is not customarily available or appropriate.

5.9.5 A Waiver of Subrogation shall apply to the General Liability, Automobile Liability, and Worker's Compensation insurance policies and shall be in favor of the State of 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 policies of insurance shall not be construed to limit the Contractor's liability hereunder or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the Contractor shall be responsible for the full and total amount of any damage, injury, or loss caused by the Contractor's negligence or neglect in the provision of services under the Contract.

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

5.10 FEDERAL FUNDS

If this Contract is payable in whole or in part from federal funds, the Contractor agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the

Contractor shall be paid only from such funds received from the federal government and shall not be paid from any other funds, unless so determined by the State. Failure of the State to receive anticipated federal funds shall not be considered a breach by the State or an excuse for nonperformance by the Contractor.

5.11 PAYMENT

The awarded Contractor shall submit all invoices via email in accordance with the State of Hawai‘i 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 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, the 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 SUSPENDED OR DEBARRED CONTRACTORS

Contractors and subcontractors shall comply with all applicable requirements of HRS Chapter 103D and HAR Chapter 3-126 relating to suspension and debarment.

The State may reject any proposal submitted by an Offeror determined to be suspended, debarred, or otherwise ineligible to participate in State procurement proceedings under applicable law.

The State reserves the right to determine Offeror responsibility in accordance with applicable procurement statutes, rules, and the terms of this RFP

5.14 COLLUSION

By submitting a proposal, the Offeror certifies that its proposal has been independently arrived at without collusion, fraud, or any agreement with any other Offeror or party relating to pricing, services, or any other aspect of this solicitation that would improperly restrict competition.

The Offeror further certifies that it shall comply with all applicable federal and State laws, rules, regulations, and ethics requirements relating to procurement integrity, conflicts of interest, and conduct of business with the State of Hawai‘i.

The State reserves the right to reject any proposal and pursue any remedies available under applicable law if it determines that collusion, fraud, misrepresentation, or other improper conduct has occurred.

5.15 ADA COMPLIANCE

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

5.16 HAWAIIAN ORTHOGRAPHY

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

SECTION SIX: ATTACHMENTS AND EXHIBITS

- Attachment 01: Budget Plan Worksheets
- Attachment 02: Activity Measures Worksheet
- Attachment 03: Subcontractor References
- Attachment 04: Offeror Check List
- Attachment 05: Proposal Transmittal Letter
- Attachment 06: Corporate Resolution
- Attachment 07: Standard Qualifications Questionnaire
- Attachment 08: Conflict of Interest Disclosures and Attestations
- Attachment 09: Contractor References
- Attachment 10: Confidential Information list
- Attachment 11: Hawaii Offeror Preference – SPO-081 (if applicable)

- Exhibit A: IDBMMS Plan Outline
- Exhibit B: Overview of the RFP Process
- Exhibit C: Federal Regulations
- Exhibit D: HTA Travel and Entertainment Policy
- Exhibit E: Special Provisions
- Exhibit F: General Provisions for Goods and Services
- Exhibit G: General Conditions for 103D
- Exhibit H: Form SPO-013 Certificate of Current Cost or Pricing Data

EXHIBIT A

Island Destination Brand Marketing & Management Services
Plan Outline

The Offeror shall adhere to the outline provided in this document and include all components specified therein. The plan should clearly and concisely convey the strategic approach, planned actions, and anticipated outcomes. It must reflect a thoughtful understanding of the target audience, market dynamics, and Hawai‘i’s product offerings and brand positioning, while incorporating metrics to measure impact and ensure accountability of each action.

B. **Long-Term Vision and Roadmap**. Present a 2027-2029 long-term vision and roadmap for destination brand marketing & management services for each island that aligns with HTA’s Strategic Plan and Destination Management Action Plans.

C. **Market Analysis.** Provide a clear and concise analysis of current market situation for each island across HTA’s major market areas.

D. **Performance Targets.** Establish quarterly targets for all HTA-required measures using the Activity Measures Worksheet. The Offeror may propose additional measures with quarterly targets. Proposed strategies and actions in this plan must clearly align with and support achievement of these targets.

E. **Target Audience.** Identify the target audience and key traveler segments for each island, with detailed profiles reflecting HTA’s focus on mindful, high-value visitors who embody Hawai‘i’s values. Prioritize segments with the greatest potential based on market insights.

F. **Strategies and Actions.** Identify and describe proposed strategies and actions for each category below, incorporating creative and innovative approaches where appropriate.

1) **Public Relations and Social Media**
   - Target relevant consumer and trade media aligned with Hawai‘i’s brand to generate positive coverage.
   - Engage key opinion leaders and influencers to extend Hawai‘i’s messaging to target audiences.
   - Develop and distribute news releases and newsletters highlighting “What’s New in Hawai‘i.”
   - Proactively develop and execute media pitches that promote responsible travel to Hawai‘i.
   - Develop and maintain a social media content calendar and create relevant content.
   - Manage consumer, trade, and media inquiries related to each island and ensure timely dissemination of accurate information.
   - Ensure all individual island campaigns align with the overall global messaging and creative standards to maintain brand consistency and integrity.

2) **Familiarization (FAM) Trip Management**
   - Update FAM protocols, toolkits, and post-FAM surveys for HTA approval and participant use.

- Develop an annual Contractor-initiated FAM plan outlining proposed target markets, audiences, and themes.
- Support the execution of island-specific FAM trips initiated by HTA or its global marketing team.

3) **In-Market Trade Events & Promotions**
   - Travel to HTA's Major Market Areas to support trade shows, travel missions, and other promotional activities as approved by the HTA.
   - Coordinate and manage all logistics for the annual IPW trade show on behalf of HTA, including securing and reserving HTA's booth space; managing participation by industry partners and HTA's global marketing team and increasing participation by industry businesses; coordinating booth design, setup and tear-down; managing registration for HTA attendees; and managing related vendors, event materials, appointment schedules, and on-site logistics.

4) **Marketing Asset Development and Support**
   - Support HTA and its global marketing team in connection with the production of creative assets, including photo and video shoots, itineraries, locations, and permits, in compliance with cultural protocols and applicable laws and regulations.
   - Propose and develop new creative assets for each island within the existing RFP budget. All creative assets developed using State funds shall be considered "work for hire" and owned by the State.
   - Assist with the review and update of HTA resources, including Brand Guidelines, the Ma'ema'e Toolkit, Sensitive Destinations List, website content, and other relevant materials.
   - Provide amenity kits for trade shows and other marketing activities upon HTA request.

5) **Island Destination Education & Training**
   - Develop an annual island destination training calendar targeting HTA's Major Market Areas and global marketing team.
   - Support HTA, upon request, in providing island destination education and training to travel trade and media in markets outside HTA's Major Market Areas.

6) **Crisis Management**
   - Coordinate with local government officials, authorities, and designated organizations on crisis communications and management related to visitors and the visitor industry.
   - Under HTA's direction, assist in developing timely and appropriate visitor- and industry-facing messaging to mitigate long-term impacts.

7) **Island Liaison**
   - Advise HTA on the respective island brand and the overall Hawaiian Islands brand.
   - Support HTA in addressing visitor industry needs, including liaising with county government and other relevant organizations.
   - Serve as a trusted resource for island-specific information and locally sourced products for events and business needs.
   - Maintain consistent communication and collaboration with HTA's Destination Manager for each respective island.

EXHIBIT B

OVERVIEW OF THE RFP PROCESS

1. The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS §103D-303.

2. The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.

   Upon award, 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 before the 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 or an Evaluation Committee reserves the right to have additional rounds of discussions with the top three (3) 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, all successful and unsuccessful proposals become available for public inspection. The Offeror and the State agree that sections that are confidential and/or proprietary should be identified by the Offerors and excluded from access.

10. The Procurement Manager or an Evaluation Committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Manager or an Evaluation Committee will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to the RFP.

11. The RFP, any addenda issued, and the successful Offeror's proposal shall become a part of the contract. All proposals shall become the property of the State of Hawai‘i.

EXHIBIT C

FEDERAL REGULATIONS

The contract may be funded with federal money. Contractors and Subcontractors must be familiar with and be ready to comply with federal contracting requirements, including but not limited to those outlined in the Federal Acquisition Regulations.

By law, the State must report any violations, by Contractors or Subcontractors, of the 14 federal laws listed below:

- Fair Labor Standards Act
- Occupational Safety and Health Act
- Family and Medical Leave Act
- National Labor Relations Act
- Davis-Bacon Act
- Title VII of the Civil Rights Act
- Americans with Disabilities Act
- Age Discrimination in Employment Act
- Executive Order 11246
- Vietnam Era Veterans' Readjustment Assistance Act
- Section 503 of the Rehabilitation Act (of 1973)
- Executive Order 13658 - federal minimum wage
- Service Contract Act
- Migrant and Seasonal Agricultural Worker Protection Act

In addition, as part of "paycheck transparency," Contractors and Subcontractors are required to:

- Provide detailed information from their worker's pay stubs, including overtime, hours worked, and deductions.
- Provide written notice of all independent Contractors and their classification as such.
- Provide written notice of employees that are exempt from receiving overtime pay.

Additionally, Contractors and Subcontractors with contracts over $1 million are prohibited from entering into arbitration agreements under Title VII for sexual assault or harassment. (Note: This rule does not apply if the workers are already under a collective bargaining agreement or if an arbitration agreement is already in place, though entering into arbitration agreements in anticipation of government contracting could be considered suspect.)

The winning Contractor is solely responsible for knowing and abiding by all federal laws.

EXHIBIT D

HTA TRAVEL & ENTERTAINMENT POLICY

As a State agency, the HTA is required to follow an ethics code that informs our travel policy and ensures compliance with the 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 E

SPECIAL PROVISIONS

As part of the proposal, Offerors are required to accept the State's General Conditions as amended in the RFP by the HTA. The HTA amendments to the General Conditions for this contract are as follows:

1. 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 Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, as outlined in Paragraphs 2e, 2g, and 2h, the Contractor shall obtain and provide the HTA with a current Certificate of Vendor Compliance from the 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 final payment under Section 103-53, Hawai'i Revised Statutes (HRS), as amended, and Paragraph 17 of these General Conditions.

2. Conflicts of Interest. Paragraph No. 5 of the attached General Conditions is further clarified as follows: Contractor acknowledges and agrees that it has represented to HTA, and HTA has justifiably relied upon such representation, that Contractor is duly authorized, by law and in equity, to conduct the project described in the Proposal under the trade name or other name commonly understood for the Project. The Contractor shall avoid any actual or apparent conflict of interests in performing this Contract and shall promptly disclose any potential conflict of interest to HTA. Any credible and reliable proof of such conflict of interest shall be cause to terminate this Contract and withhold any payment to Contractor.

3. Change Orders: Paragraph No. 20 of the attached General Conditions is further clarified as follows: By written order, at any time and without notice to any surety, the Procurement Officer may, unilaterally, order of the Contractor:

(A) Changes in the work within the scope of the contract; and

(B) Changes in the time of performance of the contract that do not alter the scope of the contract work.

4. Limited License to Use Intellectual Property. The State hereby grants to the Contractor a non-exclusive limited license during the time of performance for this Contract only to use any designated intellectual property, including any domain name, trade name, service mark, tagline, or logo (hereinafter referred to cumulatively as "Licensed Property"), which is owned, copyrighted, registered, patented, or reserved by the HTA, for the purpose of promoting and marketing Hawai'i as a visitor destination and in a manner consistent with the "Hawai'i Tourism Authority Five-Year Strategic Plan 2020-2025." The Contractor covenants and agrees that its use of the Licensed Property shall be of high standards and of high quality, style, and appearance and that the Contractor shall, at all times, maintain, increase, or enhance the goodwill associated with the Licensed Property. The Contractor shall not authorize, assign, or grant any interest in the Licensed Property without the State's prior written consent.

5. Conflict Resolution. Notwithstanding any provisions or representations to the contrary, any conflict among the various provisions of this Contract shall be resolved by allowing the various provisions in the following documents, in order of priority, to control:

(1) Hawai'i State law; then

(2) HTA regulations, policies, or procedures; then

(3) The executed Agreement, including any properly executed modifications, amendments, or other documented changes expressly accepted by the STATE;

(4) The RFP, including all addenda and amendments; then
(5) The CONTRACTOR'S final proposal, but only to the extent that its provisions are consistent with the RFP and this CONTRACT, or where a deviation from the RFP has been expressly accepted in writing by the STATE and incorporated into the executed Agreement or an authorized written amendment; then
(6) The course of conduct, then
(7) The course of dealing; then
(8) General principles of government contracting; then
(9) Applicable tourism industry practices.

No provision, qualification, exception, or representation contained in the CONTRACTOR's proposal shall supersede, modify, or waive any requirement of the RFP, as amended, or this CONTRACT unless the specific deviation has been expressly accepted in writing by the STATE and incorporated into the executed Agreement or an authorized written amendment. Silence, omission, or failure to object to a provision in the CONTRACTOR's proposal shall not constitute acceptance of a deviation.

6. Execution in Counterparts. This Contract may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

7. Travel Protocol. As a State agency, HTA is required to follow an ethics code that informs our travel policy. See HTA's Travel and Entertainment Policy, attached as the Exhibit entitled "HTA's Travel & Entertainment Policy." HTA reserves the right to review Contractor's travel policy, and if elements fall outside of the attached policy, Contractor must work with HTA to ensure that all travel related to HTA work does not violate State ethics laws. (Exhibit D)

8. Force Majeure. As parties to this Contract, neither HTA nor Contractor shall be responsible or liable, or deemed in breach hereof, for a delay in the performance of their respective obligations and responsibilities under this Contract due solely to a Force Majeure Event beyond its reasonable control; provided that the party experiencing the Force Majeure Event shall exercise due diligence in endeavoring to overcome any Force Majeure Event that impedes its performance, and to mitigate costs where possible. Upon the occurrence of a Force Majeure Event, the non-performing party shall be excused from any further performance or observance of the affected obligation(s) only for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any party so delayed in its performance will immediately notify the other by telephone or by the timeliest means otherwise available (to be confirmed in writing within two (2) calendar days after the inception of such delay) and describe in reasonable detail the circumstances causing such delay. *(As used in this Contract, "Force Majeure Event" means any occurrence beyond the reasonable control of a party, including, without limitation, acts of God; acts of terrorism; war; embargo; national emergency; insurrection or riot; acts of the public enemy; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; or unusually severe weather or other natural disasters.)*

EXHIBIT F

GENERAL PROVISIONS FOR GOODS AND SERVICES

1. DEFINITIONS OF TERMS

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

a. BID

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

b. BID PROPOSAL GUARANTY OR SECURITY

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

c. CONTRACT

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

d. CONTRACT BOND

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

e. CONTRACTOR

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

f. DAYS

Days mean calendar days unless otherwise specified.

g. GENERAL CONDITIONS

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

h. GENERAL PROVISIONS

General Provisions are standard terms and conditions.

i. HAR

Hawai‘i 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

Hawai‘i Revised Statutes

l. IFB

Invitation for Bids

m. OFFER

An offer means a bid or proposal, as defined in sections 1a and 1p, in response to any solicitation.

n. OFFEROR

Any individual, partnership, firm, corporation, joint venture, or other legal entity, submitting directly or through a duly authorized representative or agent an offer for the work or services contemplated in response to a solicitation as defined in 1s.

o. PROCUREMENT OFFICER

Procurement officer is the person with a procurement delegation duly authorized to enter into and administer contracts and make written determinations with respect to the contract. The term includes an authorized representative acting within the limits of authority. The delegated authority is received from the chief procurement officer directly or through the head of a purchasing agency or designee to the procurement officer.

p. PROPOSAL

A proposal means any offer submitted in response to any solicitation, except a bid, as defined in section 1a.

q. PURCHASING AGENCY

Purchasing agency means any governmental body authorized by law or rules or by way of delegation to enter into contracts for procurement of goods, services, or construction.

r. RFQ

Request for Quotes

s. RFP

Request for Proposals

t. SOLICITATION

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

u. SPECIAL PROVISIONS

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

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

v. SPECIFICATIONS

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

w. STATE

State means the remaining departments of the executive branch and all governmental bodies administratively attached to it, excluding the judiciary, the legislature, the Department of Education, University of Hawai'i, the division of community hospitals, and the Office of Hawaiian Affairs, except where specifically included in any particular solicitation.

x. SURETY

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

y. WORK

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

2. COMPETENCY OF OFFEROR

Prospective Offeror must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require Offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status, or any other factors relating to the ability of the Offeror to furnish satisfactorily the goods or services being solicited by the State. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any Offeror who refuses to answer such inquiries will be considered non-responsive.

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

3. OFFER INCORPORATES SOLICITATION

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

4. PREPARATION OF OFFER

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

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

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

5. LATE OFFERS, LATE WITHDRAWALS, AND LATE MODIFICATIONS

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

6. DISQUALIFICATION OF OFFERORS

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

7. IRREGULAR OFFERS

Offers will be considered irregular and shall be rejected for reasons including but not limited to the following: if the offer is unsigned by the Offeror, unless otherwise specified in the solicitation; if the required offer guaranty received separately from the offer is not identifiable as guaranty for a specific offer, or is received after the date and time set for the opening; if the required offer guaranty is not in accordance with the solicitation; if the Offeror or surety fails to sign the surety bond submitted as offer guaranty; if Offeror fails to use the surety bond form furnished by the State or identical wording contained in the said form when

submitting a surety bond as proposal guaranty; if the offer shows any non-compliance with applicable law or contains any unauthorized additions or deletions, conditioned, incomplete, or irregular or is in anyway making the proposal incomplete, indefinite, or ambiguous as to its meaning; or unbalanced offers in which the price for any item is obviously out of proportion to the prices for other items.

8. STANDARDS OF CONDUCT

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

a. A state agency shall not enter into any contract to procure or dispose of goods or services, or for construction, with a legislator, an employee, or a business in which a legislator or an employee has a controlling interest, involving services or property of a value in excess of $10,000 unless:

   (1) The contract is awarded by competitive sealed bidding pursuant to Section 103D-302;

   (2) The contract is awarded by competitive sealed proposal pursuant to Section 103D-303; or

   (3) The agency posts a notice of its intent to award the contract and files a copy of the notice with the state ethics commission at least ten days before the contract is awarded.

b. A state agency shall not enter into a contract with any person or business which is represented or assisted personally in the matter by a person who has been an employee of the agency within the preceding two years and who participated while in state office or employment in the matter with which the contract is directly concerned.

9. CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Unless otherwise specified in the solicitation, a legislative body has appropriated the funds for this contract.

Therefore, if awarded a contract in response to this solicitation, Offeror agrees to comply with Section 11-205.5, HRS, which states that campaign contributions are prohibited from a State and county government Contractor during the term of the contract if the Contractor is paid with funds appropriated by a legislative body.

10. ACCEPTANCE OF OFFER

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

successful vendor will be notified by letter that the offer has been accepted and that the vendor is being awarded the contract.

b. If the offer is rejected or if the vendor to whom the contract was awarded fails to enter into the contract and furnish satisfactory security, if applicable, the purchasing agency may, at their discretion, award the contract to the next lowest or remaining responsible Offeror or may publish another call for offers; provided in the case of only one remaining responsible Offeror, the head of a purchasing agency may negotiate with such bidder to reduce the scope of work, if available funds are exceeded, and to award the contract at a price which reflects the reduction in the scope of work.

c. The head of a purchasing agency further reserves the right to cancel the contract award at any time prior to execution of said contract by all parties, without any liability to the awardee and to any other Offeror.

11. EXECUTION OF CONTRACT

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

a. In cases where the contract award equals or exceeds the dollar level specified in Section 103D-305, HRS, the State shall forward a formal contract to the successful Offeror for execution. The contract shall be signed by the successful vendor and returned, together with a satisfactory contract bond, if required, and other supporting documents, within ten days after receipt by the vendor or within such further time as the procurement manager may allow.

b. No such contract shall be considered binding upon the State until the contract has been fully and properly executed by all the parties thereto. The State Comptroller has, in accordance with Section 103D-309, HRS, endorsed thereon a certificate that there is an appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the contract; with the exception of a multi-term contract, whereby, the State Comptroller shall only be required to certify that there is an appropriation or balance of an appropriation over and above all outstanding contracts, that is sufficient to cover the amount required to be paid under the contract during the fiscal year or remaining portion of the fiscal year of each term of the multi-year contract.

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

12. CONTRACT BOND

a. The requirement for contract performance and payment bonds, if any, shall be stated in the Special Provisions of the solicitation.

b. When required by the Special Provisions, a performance bond and a payment bond shall be delivered by the Contractor to the State at the same time the executed contract

is delivered. Each amount of the performance and payment bonds shall not exceed fifty percent of the amount of the contract price; provided, for contracts where contract price cannot be determined at the time of award, the amounts of the bonds shall be as stated in the solicitation.

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

13. FAILURE TO EXECUTE CONTRACT

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

14. RETURN OF OFFER GUARANTEES

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

15. PAYMENT

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 bid 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 payment not in conformance with the statute.

16. DELIVERY EXTENSIONS

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

be granted. The State reserves the right to terminate the contract or to assess liquidated damages if provided for in the contract, for delays not covered by specific authorized extension.

17. PERSONAL LIABILITY OF PUBLIC OFFICIALS

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

EXHIBIT G

General Conditions for 103D

HAWAIʻI REVISED STATUTES (HRS) CHAPTER 103D

The State of Hawaiʻi, Department of Business, Economic Development and Tourism, Hawaiʻi Tourism Authority's General Conditions (AG-008), as attached to or incorporated by reference into this Request for Proposals (RFP), are hereby incorporated into and made a part of this RFP. Offerors are responsible for reviewing and understanding the General Conditions, which shall also be incorporated into and made a part of the resulting contract, except as otherwise expressly provided in the RFP or resulting contract.

EXHIBIT H

STATE OF HAWAII

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, cost or pricing data as defined in section 3-122-122 and submitted pursuant to section 3-122-125; either actually or by specific identification in writing to the procurement officer in support of _____*, are accurate, complete, and current as of _____**".
(month, date, year)

This certification includes the cost or pricing data supporting any advance agreement(s) between the offeror and the (State) which are part of the proposal. Please type or print:

Vendor / Firm:	Date of Execution: ***

Name:	Title

_____
(Signature)

_____
(Print Name and Title)

_____
(Date)

(End of Certificate)

* Describe the proposal, quotation, request for price adjustment or other submission involved, giving appropriate identifying number (e.g. RFP Number).

** The effective date shall be a mutually determined date prior to but as close to the date when price negotiations were concluded and the contract price was agreed to as possible. The responsibility of the offeror or contractor is not limited by the personal knowledge of the offeror's or contractor's negotiator if the offeror or contractor had information reasonably available at the time of the agreement, showing that the negotiated price is not based on accurate, complete, and current data.

*** This date should be as soon after the date when the price negotiations were concluded and the contract price was agreed to as practical.