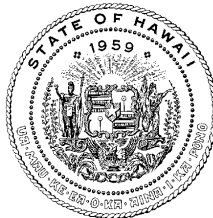




**REQUEST FOR PROPOSAL
FOR
RESORT AREA HAWAIIAN CULTURE INITIATIVE (RAHCI)**

HTA RFP NO. 18-12



Hawai'i Tourism Authority
State of Hawai'i
1801 Kalākaua Avenue
Hawai'i Convention Center, First Level
Honolulu, Hawai'i 96815

Date of Issuance: Monday, November 29, 2017

Procurement Officer/Contract Manager:
Mr. Ronald D. Rodriguez

**DEADLINE FOR RECEIPT OF SUBMISSION IS
Wednesday, December 13, 2017 at 4:30 p.m. HST**

We will be accepting electronic submissions only.

**REQUEST FOR PROPOSAL
FOR**

RESORT AREA HAWAIIAN CULTURE INITIATIVE (RAHCI)

HTA RFP 18-12

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**Forms and Attachments (Available on RFP Page of HTA Website
<http://www.hawaiitourismauthority.org/about-hta/rfps/>)**

Form A: Applicant Information Form

Form B: Proposal Form

Form C: Itemized Budget Form

Form D: Budget Narrative Form

Confidentiality Agreement

W9

I. OVERVIEW AND TIMELINE

Introduction

The HAWAII TOURISM AUTHORITY ("Authority" or "HTA" or "STATE") is issuing this solicitation to seek a qualified contractor to provide RESORT AREA HAWAIIAN CULTURE INITIATIVE (RAHCI). Potential applicants are strongly encouraged to sign up for updates to this RFP at <https://eviann.wufoo.com/forms/r163tiw91vhpgt7/>. Those who fill out the form in a timely manner will receive notice of changes and addendums directly to the email indicated on the form.

The Scope of Services and contract term are described in "Section III: Scope of Services & Qualifications" of this RFP. The successful applicant shall be an independent contractor and shall provide management, labor, and any and all other services, as required by the Authority and as outlined in this solicitation.

This RFP may result in five separate awards and five separate contracts: one for each of the five resort areas: Waikiki, Hilo, Kona, Lahaina, and Po'ipū. (See Section III of this RFP for details.) Applicants are welcome to submit proposals for one or more of the resort areas. However, if applicant chooses to apply for more than one resort area, each resort area must be applied for separately and submitted as its own separate proposal. We will not accept combined proposals.

Procurement Timetable

The following Procurement Timetable presents a best estimate of when each phase of the process will be completed. Dates are subject to change. All dates and times are in Hawai'i Standard Time Zone.

ACTIVITIES	SCHEDULED DATE (Subject to Change)
Distribution of RFP	Wednesday, November 29, 2017
Deadline for written questions (by 4:30 pm HST)	Tuesday, December 5, 2017
Responses to Written Questions	Week of December 3, 2017
Deadline for Protest of Content to RFP	Within 5 calendar days of Responses
Deadline for written submissions (by 4:30 pm HST)	Wednesday, December 13, 2017
Notice of Selection or Non-selection	Week of December 18, 2017
Contract Start Date	January 1, 2018
Contract End Date	December 31, 2018

Delivery of the Submissions – Electronically Only (NO PAPER DOCUMENTS)

Your submission will consist of one electronic document containing the following six (6) forms:

- Form A: Applicant Information Form
- Form B: Proposal Form
- Form C: Itemized Budget Form
- Form D: Budget Narrative Form
- Confidentiality Agreement
- W9
- Certificate of Vendor Compliance (if available)

Form B and D are fillable forms with character limits. We will accept proposals submitted in this approved format only. Proposals submitted in any other format will be rejected as nonresponsive and will not be reviewed by the evaluation committee. Each question has a character limit. These limits are absolute and apply to everybody. We will not accept any additional or "see attached" pages to supplement your answers.

The Forms can be found on the RFP page of the HTA website. Please click on RFP No. 18-12 at <http://www.hawaiitourismauthority.org/about-hta/rfps/> .

Each Applicant is required to submit in electronic format to the Procurement Officer designated below, either via email attachment, via a downloadable link, or on a flash drive by the deadline listed in the Procurement Timeline. Both the electronic file and the email subject line should be labelled to read: **RFP 18-12 RAHCI Proposal [Resort Area]– [Applicant Name]**. Ex.: RFP 18-12 RAHCI Proposal Lahaina – ABC Inc.

The official time for receipt of the email shall be the date and time stamp automatically recorded on the email. Proposals downloadable through a link shall be available for download by HTA no later than the deadline listed in the Procurement Timeline—downloads unavailable at deadline will be considered late. Any flash drive containing a proposal shall be delivered to, and actually received by the HTA at the address below no later than the deadline listed in the Procurement Timeline. Paper submissions and facsimile submissions will not be accepted.

Procurement Officer

Applicants are to submit proposals to, and communicate with, only the Procurement Officer for this solicitation. HTA is not responsible for misinformation or reliance from other sources. Unless otherwise specified in written Addendum to this solicitation, the Procurement Officer and point of contact for this solicitation is:

Ronald D. Rodriguez
Hawai`i Tourism Authority
1801 Kalākaua Avenue
Hawai`i Convention Center, First Level
Honolulu, Hawai`i 96815

Phone: 808-973-9449
Email: contracting@gohta.net

Note to past applicants: The email address, contracting@gohta.net, is the designated email address for this solicitation. Please do not use any other email addresses for communication about or submission to this solicitation.

Emails are encouraged over phone calls. Emails should ALWAYS include the RFP number in the subject line. The easier an email is to identify, the more likely we are to answer it first.

Solicitation Questions

Any applicant having questions or requiring clarification or interpretation of any section of the RFP must post these in a Word doc as an email attachment to contracting@gohta.net by the date specified in the timeline. The HTA will share answers via an Addendum to this RFP.

Disclaimer: Cancellation and Cost Liability

HTA reserves the right to cancel any component of this RFP at any time. HTA assumes no responsibility and bears no liability for costs incurred by an applicant in the preparation and submittal of proposals in response to this RFP>

II. BACKGROUND INFORMATION AND OBJECTIVES

BACKGROUND

A. **Hawai'i Tourism Authority.** HTA is a government agency established by the State of Hawai'i in 1998, pursuant to Chapter 201B of the Hawai'i Revised Statutes, to promote and market the State as a visitor destination. HTA is the lead agency and advocate for Hawai'i's tourism industry. Its mission is to strategically manage Hawai'i tourism in a sustainable manner consistent with economic goals, cultural values, preservation of natural resources, community desires and visitor industry needs.

B. **HTA Five-Year Strategic Plan**

The four goals of the HTA five-year strategic plan are:

1. Improve the integrity of the destination
2. Ensure stable economic benefits
3. Elevate Hawai'i's value perception
4. Strengthen HTA's reputation

C. **Findings**

A successful tourism economy balances the needs of the community, visitors and the destination. It contributes to the perpetuation of cultural resources, and fosters support within the community and industry. Support for tourism will be reinforced if the HTA strengthens its community relations efforts for further engagement and collaboration between the community and industry.

Per the HTA strategic plan, one of the objectives is to protect the Hawai'i brand through creating unique and authentic experiences for visitors that not only meet visitor expectations but drive a high return rate. Hawai'i has a heritage of hospitality, as reflected in the Native Hawaiian concept of ho'okipa, as well as in the fiber of Hawaiian music and hula. Creating opportunities for visitors to engage in authentic Hawaiian experiences is key in promoting and protecting Hawai'i's brand.

OBJECTIVE OF THIS SOLICITATION

To provide regularly scheduled entertainment and cultural awareness incorporated within a resort area in and around Waikiki, Hilo, Kona, Lahaina and Kauai.

III. SCOPE OF SERVICES & QUALIFICATIONS

The successful contractor shall provide regularly scheduled, free entertainment and cultural awareness incorporated within one or more of the following resort area:

- Waikīkī
- Hilo
- Kona
- Lahaina
- Po'ipū

Each of the five resort areas will be contracted separately. Applicants are welcome to submit proposals for one or more of the resort areas. However, if applicant chooses to apply for more than one resort area, each resort area must be applied for separately and submitted as its own separate proposal.

The program is to run year-round and may include Hawaiian music and hula, chanting, torch lighting and other Hawaiian cultural activities.

- Performances in Hilo, Kona, Lahaina, and Po'ipū can be weekly or bi-weekly depending on the location, time of year, and tourism traffic.
- Performances in Waikīkī should be a minimum of three times per week and include, in addition to music and hula, torch lighting and conch blowing at the Kūhiō Beach Hula Mound.

Funds shall be used for outreach, promotional, and operational expenses related to the program. HTA shall be credited as a sponsor on all advertising and promotional materials with use of HTA approved logos or trademarks. The CONTRACTOR shall perform and provide, in accordance with industry best practices, all goods and services as described.

The purpose of these performances is to enhance the visitor experience and resident-visitor interaction. The CONTRACTOR shall perform and provide, in accordance with industry best practices, all goods and services as described.

TIME OF PERFORMANCE:

January 1, 2018 to December 31, 2018.

CONTRACTING PROCESS:

1. **This is not a grant.** Awardees will be signing a contract. Contractor will not be paid based on receipts. Contractor will not be paid a lump sum. Contractor will be put on a payment schedule and each payment will have associated deliverables tied to it.

A “deliverable” is what the contractor must deliver to the HTA in order to get paid. Examples of possible deliverables may be progress reports, updated budgets, samples of advertising or media outreach, and an invoice. We will create a checklist of deliverables for each payment. All deliverables must be received before a check will be cut. If we do not receive a deliverable on the list, you will not get paid.

The timing of your payment schedule will depend on your program. Please be aware that your award will be spread out over multiple payments. Also, per agency policy, the final payment cannot be less than 10% of the total award. (Example: if your award is for \$30,000, no less than \$3,000 of that will be held until the final payment.)

2. **Ownership.** This is not a work for hire. The State/HTA will not have ownership of your event. Contractor will maintain ownership of their own event.

3. **State Vendor Compliance Certification.** Contractor must have an active State Vendor Compliance Certificate in order to be contracted with, and paid by, the State. This certificate requires approval from four different agencies: the Department of Labor, the Department of Commerce and Consumer Affairs (DCCA), the Internal Revenue Service (IRS), and the Hawai‘i Department of Taxation (DOTAX). Fortunately, all approvals can be acquired through one convenient location at Hawai‘i Compliance Express. <https://vendors.ehawaii.gov/hce/splash/welcome.html>
4. **Updated Budget.** If the applicant is awarded less than what was requested in their RFP proposal, they will need to submit an updated budget showing how the money will be distributed before a contract can be executed.
5. **Liability Insurance.** Festivals and Events will be required to have commercial general liability insurance of at least \$1 Million per incident, \$2 Million in aggregate. Policy must also list either the Hawai‘i Tourism Authority or the State of Hawai‘i as an additional insured
6. **Visual documentation.** Copies of all advertising and promotional materials and a minimum of five (5) high resolution digital photographs in jpeg format, a video (preferably in high definition (HD)) and/or other visual documentation submitted on a CD and/or DVD will be required as part of the final reporting requirements of this program. Images including, but not limited to, still photography and video, must come with appropriate release agreements to allow the use of these materials for promotional efforts by the HTA and/or approved contractors. This form is available in the Sample Forms section of the Appendix of this solicitation.
7. **Publicity Article and Photo.** If funded, the grantee must provide an article and photo describing the project that is suitable for publication in the HTA newsletter, HTA’s marketing contractors’ newsletter or other news media. The article will be due three months before the start of your event or for year-long programs, it is due by January 8, 2018.
8. **Sponsorship Recognition.** The HTA shall be credited as a sponsor in all advertising and promotional materials and activities.
9. **Promotional Programs.** Contractors under this program shall consult with the HTA’s marketing contractors and staff to coordinate marketing efforts as appropriate to reach pre-arrival visitors, post-arrival visitors and residents. Contractors under this program may be selected to participate in HTA’s “Hawai‘i Knowledge Bank” program. Contractors under this program shall list any public events on the calendar of events for the HTA’s marketing contractors via www.gohawaii.com and, to the extent possible, other available web sites, calendars of events, and other promotional vehicles.
10. **Evaluation of Program.** Contractors under this program shall provide free entrance (for up to 4) HTA staff (or their designee) to review and monitor the project for evaluation purposes.
11. **Reporting Requirements.** Contractors under this program shall submit a progress report, a final report, and a final financial report.
12. **2018 HTA Global Tourism Summit.** Contractors are urged to attend the 2018 Global Tourism Summit. Up to \$1,000 of the HTA award money may be budgeted towards admission, transportation, rental vehicle, room and board, based on approved receipts.

IV. PROPOSAL GUIDELINES

Proposals must be submitted per the instructions in Section I of this RFP.

I. FORM A: APPLICANT INFORMATION FORM

- This is a fillable form. Once you have completed the form, the form must be printed then signed by a person authorized to bind the organization.
- Primary RFP Contract: The person listed here will be our contact regarding any updates to the RFP process and any questions regarding your submission, as well as any award notices.
- Primary Project Contact: This person listed here will be our post-award contact during the contract phase.

II. FORM B: PROPOSAL FORM

A. Organizational Capacity (40 points sub-total): Describe your organization's ability to produce, implement, and execute the project. Include the following:

- i. QUALIFICATIONS AND EXPERTISE: Describe the qualifications and expertise of the organization and the individuals in the organization that will be responsible for implementing the project. Include
- ii. DEMONSTRATED SUCCESS WITH RELATED PROJECTS: List and describe experience putting on projects and events of similar type. Be sure and include any experience you may have in the specified resort area.

B. Program Components (40 points sub-total): Meet Resort Area Hawaiian Cultural Initiative goals and objectives:

- i. RESORT AREA: Plans for holding events in your specified resort area. Provide details on locations and resources.
- ii. EVENTS AND ACTIVITIES: Including, but not limited to, authentic Hawaiian chanting, hula, song, and traditional torch lighting.
- iii. TRACKING MEASURES: Describe how you will track attendance, attendee satisfaction, advertising and public relations measures, web analytics, social media metrics, etc.
- iv. TIMELINE: Provide a timeline leading up to the events as well as a tentative schedule of events throughout the year.

III. FORMS C & D: Proposed Price / Budget (20 points sub-total): Demonstrate organizations financial capability.

A. FORM C: ITEMIZED BUDGET FORM.

- v. The Project and Applicant spaces should exactly match those on Form A.
- vi. An Excel spreadsheet is provided on our website. This is a sample format only. Please add rows as needed to provide a complete picture of the project budget.
- vii. Total Expenses and Total Income in each column should be equal. (e.g. Total Expenses to be covered by HTA financial support (c) should equal Total Income from HTA requested (c).)
- viii. The sum of columns (c), (d), and (e) must equal column (f).

- ix. Program Expenses: This category includes program operating costs such as equipment rental (e.g., tents or sound equipment), entertainment, travel, security, office supplies, postage, etc. Generally, program funds are not approved to support general operating expenses of the organization itself.
- x. Marketing Expenses: This category includes advertising, promotional activities and/or items such as posters, flyers, brochures, collateral materials, public relations, and website development or enhancement.
- xi. Administrative Expenses: This category includes administrative fees relating to expenses needed for management of the proposed project. Examples include: costs of board of directors' meetings, general legal services, accounting, insurance, office management, auditing, human resources, and other centralized services. No amount of the award may be allocated to the administrative expenses. Administrative expenses should not appear in column (c) HTA CASH.
- xii. Other Cash and In-Kind: Show valid sources of revenue from sponsorships, memberships, in-kind contributions, and other.
- xiii. Cash Match Requirement: A minimum of one-to-one (1:1) in matching funds to the amount of funds requested. Matching funds can be in the form of cash or in-kind contributions. If the match includes in-kind contributions, a minimum of fifty percent (50%) of the match must be in the form of cash.

B. FORM D: BUDGET NARRATIVE.

- xiv. This is a fillable Word doc with a 3000-character limit.
- xv. Describe your sources of revenue and in-kind support.

IV. CONFIDENTIALITY AGREEMENT

V. W9

VI. HAWAI'I STATE VENDOR COMPLIANCE CERTIFICATE (if available)

* Note: Information entered on the Applicant Information Form must match the information entered on the W9 and on the Hawai'i State Vendor Compliance Certificate.

V. RFP PROCESS & SCORING CRITERIA

RFP PROCESS:

An evaluation committee will evaluate all the offerors' submittals based on the below outlined criteria. This process may or may not consist of two phases.

Phase I of this process will be the applicant's written electronic submission. To assist applicants in understanding the RFP and to clear up any inconsistencies, the HTA will accept pre-submittal questions, in writing via word doc, until the time and date established in the Procurement Timeline found in Section I of this RFP. The HTA, and the evaluation committee, reserve the right to select an applicant based on written proposals only.

In Phase II: The HTA does not anticipate a Phase II for this solicitation. However, the HTA reserves the right to select a short list of one or more applicants for further consideration. This could take the form of, including but not limited to, an oral interview, a request for clarification, a request for best and final offer (BAFO), reference checks, negotiation of key provisions, or any combination thereof. The HTA is under no obligation to enter into an agreement with any of the short-listed offerors.

SUBMITTAL PROCEDURES / APPLICANT RESPONSIBILITIES

Applicants are to rely, for information regarding this RFP, on the RFP itself and information provided by the Procurement Officer. The HTA is not responsible for any misinformation received from other sources.

If it becomes necessary to revise or amend any part of this RFP, the HTA will distribute a revision by written addendum. Applicants will be responsible for adhering to the requirements of any addenda to this RFP.

A proposal shall be electronically submitted as instructed in Section I of this RFP and will be accepted only if timely received. The responsibility for submitting a response to this RFP on or before the stated due date and time will be solely and strictly that of the applicant. The HTA will not be responsible for emails that are not received because the file is too large or because it was delivered to the wrong email address, or deliveries that are not received due to traffic or other delivery complications.

Proposals will be considered incomplete if Form A does not bear the signature of an authorized individual, officer, or agent of the Applicant who is in a legal position to contractually bind the applicant. The proposals can be withdrawn at any time, if requested in writing, until notice of selection, at which time it will be considered final.

By submitting a proposal, applicant agrees to accept and abide by the terms of this RFP. The HTA reserves the right to reject any or all proposals, to waive any informality or irregularity, and to accept any proposals which it may deem to be in the best interest of the State of Hawai'i.

EVALUATION PROCESS

The HTA intends to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. The HTA will use an Evaluation Committee to review and evaluate the proposals. The HTA's contact person is the Procurement Officer and serves as the arbitrator and referee for this RFP. The Procurement Officer does not have a vote. Applicants are forbidden from contacting any member of the Evaluation Committee regarding this RFP. Any attempt to knowingly contact voting members of the Evaluation Committee regarding this RFP could be grounds for disqualification.

There is no minimum or maximum number of awards to be granted for this RFP. At the conclusion of the evaluation process, the Evaluation Committee will rank the proposals based on which ones they determine are most advantageous to the STATE, to the Island where the project/event is scheduled to take place, to the surrounding community, and to the HTA's mission. The Evaluation Committee will then make recommendations to the HTA regarding who should be awarded and how much they should be awarded (within the parameters of the program). The HTA President and CEO will make the final determinations.

The evaluation committee reserves the right, at any time prior to award recommendation, to request selected applicants to provide an oral presentation in support of their application.

Once the recommendation to award is approved by the HTA President and CEO, a final contract will be executed by both parties.

SCORING CRITERIA:

All applicants will be scored according to the same criteria as described in Section IV Proposal Guidelines.

- 1. Organizational Capacity (40%):** Ability to produce, implement and execute the project.
- 2. Program Components (40%):** Work plan and Timeline. Reasonableness. Detail. Authenticity.
- 3. Price/Budget (20%):** Financial capability. Accuracy and feasibility

The HTA, through its evaluation committee, reserves the right to reject any and all proposals and to waive minor irregularities. The HTA further reserves the right to shorten or extend posted schedule dates when doing so is reasonably in the best interest of the State of Hawai'i.

EVALUATION OF SUBMISSION	Scoring Range	Evaluator Score
Organizational Capacity	1-40	
Program Components	1-40	
Price / Budget	1-20	
TOTAL SCORE	4-100	

VI. PROVISIONS, CONDITIONS, DISCLAIMERS, AND DISCLOSURES

You are encouraged to read each section of the solicitation thoroughly. While sections such as the administrative overview may appear similar to other solicitations, additional information may be added as applicable. It is your responsibility to understand the requirements of this solicitation.

1. Authority

(a) Law. This solicitation is issued under the provisions of the Hawai'i Revised Statutes ("HRS") Chapter 201B. All prospective applicants are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed Proposal by any prospective applicant will constitute admission of such knowledge.

(b) Procedures. This solicitation has been issued under the procurement policies and procedures of the HTA, which are incorporated herein by reference.

(c) State Procurement Code. HTA procurement is not subject to the Hawai'i Public Procurement Code codified under HRS Chapter 103D and the administrative rules promulgated thereunder ("Hawai'i Procurement Code"). However, the HTA may consider the Hawai'i procurement practices as guidance.

2. Government Contract.

This is a contract with a government agency. As such, customary rules of commercial contracting generally do not apply. Applicants are encouraged to seek advice from experts familiar with government contracts.

3. Procurement Timetable

Note that the schedule of procurement key dates provided herein represents the HTA's best estimate of a schedule that will be followed and may be changed at HTA's discretion. Any changes to this schedule will be reported on the HTA website referencing this solicitation. Contract start dates are subject to the issuance of a notice to proceed. Some items on the timetable may not be necessary or may be for informational purposes only.

4. Contracting Office

HTA is the Contracting Office and is responsible for overseeing the contract resulting from this solicitation, including monitoring and assessing the contractor's performance.

5. Interest Form

HTA will not require an interest form for this solicitation.

6. Pre-submittal Orientation Meetings

HTA will not hold pre-proposal meetings for this solicitation.

7. Submission of Written Questions

(a) Written Questions. HTA welcomes written questions from applicants in order to ensure openness and transparency and improve understanding of the solicitation. Applicants may submit written questions in electronic format to the email address of the HTA Procurement Officer identified in this solicitation. To expedite responses, applicants are required to submit questions on a Microsoft Word document. Each question must cite the solicitation page and paragraph that is the source of the question. HTA will respond to written questions as discussed below.

(b) Deadline. Deadline for submission is listed in the timetable.

(c) Responses. The HTA Procurement Officer will combine the questions from all applicants into a single list. Similar questions may be combined and responded to as a single question. The HTA will provide the combined set of questions and responses to all applicants at the same time. The applicant who submitted the question will not be identified in the responses. The HTA will act in good faith in providing responses, but may decide, in its sole discretion, not to respond to some questions. Depending on the number and type of

questions received, the HTA's responses to written questions submitted by applicants, who have submitted the Interest Form with their contact information, will be provided to all applicants. The HTA's interpretation of the written question and its response will also be posted on HTA's website. However, if the volume and type of questions preclude the HTA from meeting this deadline, the HTA will notify applicants, who have submitted the Interest Form with their contact information or through a posting on HTA web site, of the revised date for such response.

8. Proposals

(a) Proposal. An applicant must submit a written proposal. The proposal must include comprehensive narratives that addresses all of the Proposal requirements. As used herein "response", "proposal", and "submittal" refer to all the requested documents, exhibits, attachments, executed and/or responsive appendices, acknowledgments, written comprehensive narratives, and other information described in and submitted in response to this solicitation.

(b) Response Submittal. Deadline for submission is listed in the timetable.

(1) All Responses delivered by mail, delivery service or in-person must be actually received by the HTA no later than the submittal deadline. Responses may be rejected if received after the designated date and time. The time clock maintained at the HTA Drop-Off Site will be used to record the official time for the actual receipt of proposals. The HTA office does not accept deliveries before 7:45 AM or after 4:30 PM HAST or on holidays or weekends.

(2) The required documents, their form and quantities, are listed in the Appendix.

(c) Solicitation Submittals Become the Property of HTA. All Proposals and other materials submitted will become the property of the HTA and will not be returned. The Authority reserves the right to retain all submittals and to retain any ideas in a submittal regardless of whether a Proposer is selected. Submittal of a response to this solicitation indicates acceptance by the Proposer of the conditions contained within the solicitation document.

(d) Contract. All or part of the solicitation and the selected Proposer's response to the solicitation may, by reference, become a part of the final Contract between the selected Proposer and the Authority resulting from this solicitation process.

(e) Expenses. Each applicant is solely responsible for all expenses incurred for the preparation of their Response and its participation in any pre-award presentation or discussions and other activities related to the evaluation process and/or the development and submission of any Response provided by an applicant in response to this solicitation, including without limitation, any travel related or presentation expenses incurred to present or discuss the applicant's Proposal submission. An applicant may not bill the HTA for any costs or expenses associated with its response to this solicitation. Any incumbent under any HTA contract may not use HTA-funded resources to prepare its Proposal.

(f) Protests. Any protest of anything in this solicitation or any referenced document, must be filed by the deadline for protests of the content of the solicitation in order to be timely.

9. Multiple or Alternate Proposals Not Allowed

Multiple or alternate Proposals from the same applicant are not allowed. In the event alternate or multiple Proposals are submitted, all of the applicant's submissions may be rejected at the discretion of the HTA Procurement Officer.

10. Competitive, Multi-Step Sealed Proposals

This solicitation will not require a multi-step process. However, the HTA reserves the right to request additional information in the form of written responses or oral presentations as needed.

11. Rejection of Proposals

(a) Requirements Must Be Met. The HTA reserves the right to consider as acceptable, responsible and responsive only those Proposals submitted in accordance with all requirements set forth in this solicitation and that demonstrate an understanding of the services to be provided and challenges associated therewith.

(b) Changing Terms. Any proposal requiring any contract terms or conditions contradictory to those included in this solicitation and the Agreement attached at *Exhibit 3* may be rejected in its entirety without further notice. Applicants may suggest alternate terms or conditions with a specific explanation of how the change would result in improvements to price, schedule, or performance. The suggestion must specifically quantify the impact. Such suggestions are not accepted or implemented unless included in the final terms and conditions in the Agreement signed by both parties.

(c) Reasons. A Proposal may be automatically rejected for any one or more of the following reasons:

- (1) Failure to cooperate or deal in good faith;
- (2) Inadequate accounting system or internal controls;
- (3) Late proposals;
- (4) Failure to submit in accordance with the solicitation or otherwise inadequate response to the solicitation;
- (5) Lack of demonstrated experience or expertise; and
- (6) Failure to maintain standards of responsibility. Any Proposer found to have falsified any information to the Authority in relation to this or any other procurement, or which has been suspended or barred from doing business with the Authority, the State of Hawai'i including any of its subdivisions and agencies or the United States government, or which has been convicted of a felony related to procurement contracting with any unit of government, or which has failed to maintain necessary licensure or meet its tax or other obligations to a government agency may be rejected.

(d) The Authority, however, reserves the right to waive any or all informalities, irregularities or deficiencies when it considers a waiver to be in its and the public's best interest.

(e) Protests. Any protest of rejection of a proposal must be received by HTA within five (5) calendar days after receiving notice from HTA of the rejection of an applicant's proposal.

12. Solicitation Amendments

The HTA reserves the right to amend this solicitation at any time prior to the deadline for the submission of final proposals.

13. Register of Responses

After the date established for receipt of Responses, HTA will prepare a Register of Responses received, including, for all Responses, the name of each applicant and the date the HTA received the applicant's Response and any modifications to the Response. The Register of Responses will be open to public inspection only after award of the contract. Proposals and modifications will be shown only to personnel having a legitimate interest in them as required or authorized by law.

14. Opening of Proposals

Upon receipt of a Proposal by the HTA at the designated location, the Responses, Response modifications, and withdrawals of Responses will be date-stamped, and when possible, time-stamped. The HTA will hold all documents so received in a secure place and not examine them for evaluation purposes until the submittal deadline. The time clock maintained at the Drop-off Site will be used to record the official time for receipt of proposals.

15. Public Inspection

Procurement files, including responses, will be open to public inspection to the extent allowed by law only after a contract has been awarded and executed by all parties.

16. Presentations and Discussions with Applicants

(a) Discretionary. In its discretion, the HTA may decide to select based on written Proposals alone as submitted and without any oral presentations or discussions.

(b) Applicants defined. As used herein in this solicitation, "Applicants" means only those businesses submitting Proposals that are acceptable or potentially acceptable. The term does not include businesses who submitted unacceptable Proposals.

(c) Presentations and Discussions defined. As used herein in this solicitation, "Presentations" means non-written communication by the Applicant to the Evaluation Committee under conditions set by the HTA. "Discussions" means any communication between an individual applicant and the Evaluation Committee or HTA staff for the purpose of allowing the HTA to complete its Proposal evaluation. Oral interviews may include presentations and discussions.

(d) Invitation. After evaluation of the Proposals, the HTA may invite applicants it considers to be in the competitive range to participate in pre-award presentations and discussions. The Procurement Officer may limit the number of proposals in the competitive range to a reasonable number that will permit an efficient competition among the most highly rated Proposals.

(e) Participation. Each applicant that accepts the invitation will be required to provide access to the applicant's team assigned to this effort. The applicant's team may include a Project Manager that the applicant proposes to assign as part of the core project team.

(f) Objectives. There are several objectives of the Presentation and Discussion, including:

- (1) To compare the HTA's requirements to the services proposed by the applicant as described in the written Proposal;
- (2) To allow the applicant to demonstrate how the requirements can be satisfied by the Proposal;
- (3) To identify significant gaps in required and proposed services as described in the written Proposal; and
- (4) To provide the applicant with an opportunity to discuss their methodology, scope of services and project plan.

(g) Location. The Presentation and initial Discussions will be at the HTA's facilities in the Hawai'i Convention Center on O'ahu. Discussions may continue orally or in writing and may be done over the phone, by email, letter, or other method. All discussions must be originated by HTA.

(h) Results. The HTA evaluation committee will evaluate each applicant on its participation in the Presentation and Discussions as part of its Phase Two Proposal evaluation unless HTA decides, in its sole discretion, to make an award based on written proposals alone.

(i) Conduct of Discussions. Applicants in the competitive range will be accorded fair and equal treatment with respect to any opportunity for Presentations and Discussions and revisions of Proposals. The HTA Procurement Officer for this solicitation will establish schedules and procedures appropriate for this phase of the procurement. If during discussions there is a need for any substantial clarification of, or change in, the solicitation, the solicitation may be amended by a modification to incorporate such clarification or change. Auction techniques (revealing one applicant's price to another) and disclosure of any information derived from competing Proposals are prohibited. Any substantial oral clarification of a Response must be reduced to writing by the applicant.

17. Modifications, Additional Materials and Documentation

Request. After the receipt of Proposals, if HTA deems it desirable and in its best interest, the HTA may, in its sole discretion, request that the applicant provide additional information to clarify or supplement, but not basically change, any Response as submitted. Applicants may submit revised Responses only if requested or allowed by the HTA Procurement Officer. Written responses must be provided as requested. Failure by any applicant to provide the additional requested information or to participate in a requested meeting may be a cause for disqualification as being nonresponsive to this solicitation. The applicant will have the responsibility to document all clarifications as change pages to the Response.

18. Notice of Selection

(a) Notice of Selection. Upon the HTA's final selection of the successful applicant a notice of selection will be issued to the selected applicant. This solicitation may be used to hire one or more Vendors.

(b) Notice of Non-selection. A notice will also be sent to all non-selected applicants upon completion of the evaluation process. The notice of non-selection triggers the right to request a debriefing and starts the clock for protests based on non-selection. The debriefing may be written or oral and may be included in the Notice of Non-selection.

(c) Execution. Upon notice of selection, appropriate sections of the selected applicant's proposal will be used by the HTA Procurement Officer to create the Statement of Services. The applicant will promptly execute the Agreement for the services awarded to the selected applicant. Upon execution by the selected applicant of the Agreement, the selected applicant will be referred to as the "Contractor".

(d) State Approvals. Any agreement arising out of this solicitation is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, as may be required by statute, regulation, rule, order or other directive.

(e) HTA Board of Directors Funding Approval. Funding for multi-year contracts and options is subject to the approval of an annual fiscal year budget by the HTA Board of Directors. In the event the Board does not fund the budget item used to fund this contract, the contract may be terminated for the convenience of the government.

(f) Start Work Date. No work is to be undertaken by the selected applicant prior to the contract commencement date after contract execution by both parties. HTA is not liable for any costs incurred prior to the official starting date.

19. Confidential Information

(a) Procurement Sensitive Information. Each proposal will be considered to contain procurement sensitive information whether or not it is so marked. No part of a proposal will be released to other applicants or the public prior to contract execution.

(b) Marking Confidential and Proprietary Materials. If an applicant believes any portion of a Proposal contains proprietary and/or commercial information that should be withheld from the public due to competitive injury that would result from public release during or after the solicitation, the applicant must mark designated proprietary data as confidential and provide justification to support confidentiality. Such data must accompany the Proposal, be clearly marked, and must be readily separable from the Proposal to facilitate eventual public inspection of the non-confidential sections. Unless designated "Confidential and Proprietary," the Proposal will be available for public inspection after the award of the contract.

(c) Acceptable markings. Applicants that include in their Proposals data that they do not want disclosed to the public for any purpose, or used by the HTA except for evaluation purposes, will be subject to the restrictions stated below.

- (1) An applicant must mark the title page with a legend substantially similar to the following in accordance with the applicant's standard procedure or advice of counsel or other experts:

"This Proposal includes proprietary and confidential data that may not be disclosed outside the HTA and may not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this Proposal."

- (2) The applicant must mark each sheet of data the applicant wishes to restrict with a legend substantially similar to the following in accordance with the applicant's standard procedure or advice of counsel or other experts:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Proposal."

- (3) If, however, a contract is awarded as a result of, or in connection with, the submission of data, the HTA will have the right to duplicate, use, or disclose the data to the extent

provided in the resulting contract. This restriction does not limit the HTA's right to use information contained in proposals if it is obtained from another source without restriction.

(d) Post Award Disclosures. The HTA may disclose the following information in post award debriefings to other applicants:

- (1) The overall evaluated cost or price and technical rating of the successful applicant. (Note that the total price is not considered confidential and will not be withheld.)
- (2) The range of scores and relative ranking of the applicant, if any ranking was developed by HTA during source selection.

20. Public Disclosure

Upon execution of the written contract, all documents submitted by the contractor and maintained by the HTA will be subject to public inspection and copying under the Hawai'i Uniform Information Practices Act provided in chapter 92F, Hawai'i Revised Statutes; provided that, any confidential commercial or proprietary information may be withheld in accordance with law.

21. Vendor Clearance

Hawai'i state law requires a Vendor Compliance Certificate (Tax Clearance, DCCA and DLIR clearances) for all purchases/contracts of \$2,500 or more. These clearances are required prior to contract execution and must be maintained up to the time of final payment. Government agencies are exempt from this requirement. Hawai'i Compliance Express (HCE) allows organizations contracting with state and county agencies to quickly and easily demonstrate they are in compliance with state procurement laws.

There is a \$12 annual registration fee for the service. To register, go to:

<http://vendors.ehawaii.gov>, complete the easy step-by-step process and pay with a credit card.

22. Legal requirements

All contracts with HTA are subject to all applicable federal, state, county and local laws, ordinances, rules and regulations that in any manner affect any and all of the services covered herein. Lack of knowledge by the applicant will in no way be cause for relief from responsibility.

23. Campaign Contributions by State and County Contractors

Applicants are hereby notified of the applicability of HRS Section 11-205.5, which states that campaign contributions to any political party, committee or candidate or to any person for any political purpose or use are prohibited from HTA contractors during the term of the contract. For more information, FAQs are available at the Hawai'i Campaign Spending Commission webpage at www.hawaii.gov/campaign.

24. Execution of Contract

(a) Exceptions. Proposals requiring any exceptions to the General Conditions included as an Exhibit to this solicitation may be rejected in their entirety without further notice. Applicants may suggest alternate terms in the form of special conditions with a specific explanation of how the change would result in improvements to price, schedule or performance. Such suggestions are not accepted or implemented unless included in the final terms and conditions in the Agreement signed by both parties.

(b) Execution. Upon the receipt of all required information, documentation, attachments, and the certificate of vendor compliance the contractor and the HTA will execute the final written agreement.

(c) Unauthorized Work. Unless otherwise agreed, a contractor may not perform any work prior to the execution of a written contract by the HTA and a contractor. All unauthorized work performed by the contractor prior to the execution of the written contract will be at the contractor's sole cost and expense.

25. Protests

(a) Raising Concerns. Interested parties who have concerns regarding a solicitation, specifications, award or other decision of the procurement officer should first discuss the concern with the HTA procurement officer within the protest time periods provided for in this solicitation.

(b) Protests. If the procurement officer does not resolve the concern to the satisfaction of the interested party, the interested party may formally protest to the HTA's President and Chief Executive Officer.

(c) Timeliness. Interested parties must file any protest regarding the terms of the solicitation, the service specifications or documents referenced in the solicitation in writing prior to the deadline for protests of the content of the solicitation. Applicants must file any protest relative to rejection of proposals, non-inclusion in the competitive range, the contract award or other perceived wrongs in writing within five (5) calendar days after the aggrieved person knows or should have known of the facts giving rise thereto, or within five (5) calendar days of the postmark or the electronic transmission date of a notice from HTA. Any issue or claim that the applicant does not protest in a timely manner is waived. Discussing concerns with the procurement officer or other HTA officials or engaging in other forms of dispute resolution does not stay the timeliness clock for protests.

(d) Notice of Protest. The Notice of Protest will be postmarked by USPS or hand delivered to the persons indicated below within five (5) calendar days after the postmark or electronic transmission date, whichever is earlier, of the deadline for protests listed in the procurement timeline, the Notice of Award or other notice sent to the protestor:

- (1) The President and Chief Executive Officer of the HTA; and
- (2) The HTA Procurement Officer who is conducting the procurement.

The HTA will consider delivery services other than USPS submitted on the date of actual receipt by the HTA.

President and CEO: George D. Szigeti

HTA Procurement Officer: Ronald D. Rodriguez

Mailing Address: Hawai'i Tourism Authority, Hawai'i Convention Center,
First Level, 1801 Kalākaua Avenue Honolulu, Hawai'i 96815

26. Availability of Funds

The award of a contract and any allowed change, renewal or extension thereof, is subject to allotments made by the Director of Finance, State of Hawai'i, pursuant to HRS Chapter 37, and subject to the availability of State and/or Federal funds.

27. Cancellation of Request for Proposal

The HTA may cancel the solicitation and any or all Proposals may be rejected in whole or in part, when it is determined to be in the best interests of the HTA. Each applicant is solely responsible for all expenses incurred for the preparation of the Proposal and its participation in any pre-award presentation or discussions and other activities related to the evaluation process even if the process does not result in award of a contract to any party.

28. Electronic Transmissions

The HTA may transmit letters or provide responses to questions to applicants via email (in lieu of letters by mail) for all matters regarding this solicitation after receipt of Proposals. The HTA will use the email address provided by the applicant on the Interest Form. If the HTA sends letters via email, successful transmission of the letter, as evidenced by the "Sent" date shown on the HTA's email, will constitute official notification to and receipt by the applicant. The date and time recorded on the HTA's "Sent" email will be the official date and time of receipt by the applicant. On rare occasion, the HTA may use facsimile in lieu of either letter by mail or of email. In such a case, the facsimile will be sent to the number provided by the applicant, and the facsimile transmission report will serve as the official date and time of receipt by the applicant. This clause does not affect any previously stated submission requirements for proposals or quotes.

29. Organizational Conflicts of Interest

(a) Applicants must advise the HTA of any existing or potential Organizational Conflicts of Interest (OCIs) during the solicitation process and prior to contract negotiation.

(b) The applicant must also complete and submit the Conflict of Interest Form, attached as Appendix D to this solicitation with their proposal.

30. Suspended or debarred contractors

A person or affiliate who is under investigation for procurement impropriety or is currently suspended or debarred in any jurisdiction, or placed on a convicted applicant list may not submit a proposal on a contract to provide any goods or services to the HTA and may not be awarded or perform work as a contractor, employee, agent, supplier, subcontractor, or consultant.

31. Collusion

The applicant, by submitting a proposal, certifies that its proposal is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a proposal for the same services, or with the HTA. The applicant certifies that its proposal is fair, without control, collusion, fraud, or other illegal action. The applicant further certifies that it is in compliance with the conflict of interest and code of ethics laws. The HTA will investigate all situations where collusion may have occurred and the HTA reserves the right to reject any and all proposals where collusion may have occurred.

32. Terms and Conditions of Contract

(a) Contract Type. This contract is a Fixed-Price contract.

(b) Period of performance. This contract has a period of performance of forty-two (42) months with no options to extend.

(c) Not to Exceed. The HTA has not set a not to exceed amount for goods and services under this contract. The evaluation committee and selecting official will perform a price-performance trade-off evaluation to determine the proposal that is most advantageous to the state.

(d) Payments. Vendor shall propose a payment schedule. Please note that HTA cannot pay for any goods or services until they are received and accepted.

(e) Termination. During the term of the contract awarded pursuant to this solicitation, the HTA will review the performance of contractor and may terminate the contract for reasons such as non-performance of the contractor, including the failure to exceed HTA targets, change in the funding for this program, or for the convenience of the STATE.

(f) Interpretation. The order of precedence for interpreting the contract will be:

(1) Hawai'i State law; then

(2) The Executed Agreement with any modifications, amendments or other properly documented changes; then

(3) The solicitation as amended; then

(4) HTA regulations, policies or procedures; then

(5) The contractor's final proposal; then

(6) Course of conduct, then

(7) Course of dealing, then

(8) General principles of government contracting; then

(9) Industry practices.