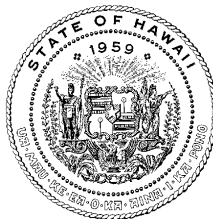




**REQUEST FOR PROPOSAL
for
Destination Management Services and Event Coordination
for the 13th Festival of Pacific Arts & Culture (FESTPAC)**

HTA RFP NO. 20-17



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

Date of Issuance: March 9, 2020

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

DEADLINE FOR RECEIPT OF PROPOSALS IS
FRIDAY, APRIL 3, 2020, 4:30 p.m. HST
See Proposal Outline for Submission Requirements

**REQUEST FOR PROPOSAL
for
FESTPAC EVENT COORDINATION**

HTA RFP NO. 20-17

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SECTION 1 – OVERVIEW AND TIMELINE

1.01

Introduction

The HAWAII TOURISM AUTHORITY (“HTA” or “STATE”) is issuing this Request for Proposals (“RFP”) for destination management services and event coordination for the 13th Festival of Pacific Arts & Culture (FESTPAC). The goal of this RFP is to work with qualified companies to assist the Hawai‘i Tourism Authority and the temporary host commission with the planning, coordination and implementation of the festival from June 18-27, 2021. This ensures that the festival will be executed safely and to the highest quality in order to demonstrate Hawai‘i is capable of hosting festivals and events as well as create brand aligned tourism product for Hawai‘i’s residents and visitors alike.

1.02

Procurement Timeline

This RFP is being issued on an expedited schedule. The Procurement Timeline represents the HTA’s best estimates. Dates may be subject to change. Notice of changes will be emailed to those who have signed up for updates, and will be posted on the HTA RFP page as an Addendum to the RFP. Applicants are solely responsible for being aware of any date changes.

RFP 20-17 FESTPAC Event Coordination	
ACTIVITIES	SCHEDULED DATE
Distribution of RFP	Monday, March 9, 2020
Deadline to Register for updates on eCivis	Friday, March 13, 2020
Deadline to submit written questions to HTA	Friday, March 13, 2020
RFP Addendum – Responses to Written Questions	Friday, March 20, 2020
Deadline for Protest of Content to RFP	Within 5 calendar days of issuance of Addendum with answer to questions
Deadline for written proposal submissions (by 4:30 pm HST)	Friday, April 3, 2020
Notice of Selection or Non-selection	Week of April 6, 2020
Deadline to Protest of Non-Award	Within 5 business days of notice of non-award
Start of Initial Contract Period	May 1, 2020
End of initial Contract Period	December 31, 2021

1.03

Eligibility

This RFP is open to in-state applicants only. Applicants must have a current Certificate of Vendor Compliance (CVC). See Section 4 of this RFP for details.

1.04

Registration

Interested applicants are encouraged to register for updates. This is done by going to the RFP page on the eCivis website. Please see Paragraph 4.01 of this RFP for instructions. We will not be accepting registration requests via phone or email.

Those who have registered by the registration deadline will receive notice of changes and addendums directly to their email. Changes will also be posted on the RFP page of HTA's website <https://www.hawaiitourismauthority.org/RFPs/>. All dates and times are in Hawai'i Standard Time. Once completed, this profile will be available for use in future RFP applications.

1.05

Hawai'i Tourism Authority

The 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.

1.06

Agency Authorization

HTA is authorized under 201B-3(a) Hawai'i Revised Statutes (HRS), to enter into contracts for a period of up to five years (201B-3(a)(3)); to engage the services of consultants on a contractual basis for rendering professional and technical assistance and advice (201B-3(a)(11)); and to coordinate the development of new products with persons in the public sector, including the development of culture tourism ((201B-3(a)(20)). The HTA is also responsible for perpetuating the uniqueness of the Native Hawaiian culture and community, and their importance to the quality of the visitor experience under (201B-7(b)).

Further the HTA was appointed to the host commission as part of Act 104 Session Laws 2017. The commission, in turn, has formally requested HTA's assistance.

Funding for this project is available through the current FESTPAC budget line that was approved by the HTA Board in January 2020.

1.07

RFP Point-of-Contact

Applicants to this RFP are to communicate only with the points of contact listed below. HTA is not responsible for misinformation or reliance from other sources. Email is the preferred mode of communication. Please include RFP number in subject line of emails. Unless otherwise specified in a written Addendum to the RFP, the points-of-contact for this RFP are:

Ronald D. Rodriguez, Contract Specialist / Procurement Officer
Evita Cabrera, Contract Specialist

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

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

1.08

Website Reference

The following is a list of websites referenced throughout this RFP. Web addresses under the hawaiitourismauthority.org domain may be subject to change pending the launch of a new website. If necessary, an addendum will be issued with new web addresses.

Item	Website
RFP 20-17 Registration, Application, Submission	Available on the eCivis portal. http://bit.ly/HTAecivis
Hawai'i Tourism Authority Website	www.hawaiiitourismauthority.org
HTA RFP Website	http://www.hawaiiitourismauthority.org/RFPs
Hawai'i Compliance Express (Certificate of Vendor Compliance)	https://vendors.ehawaii.gov
eHawaii.gov YouTube Channel	https://www.youtube.com/user/eHawaiiGov1/videos
Hawai'i State General Conditions	https://dhrd.hawaii.gov/wp-content/uploads/2017/08/103D-General-Conditions.pdf
Chapter 201B HRS. HTA's inception statute.	https://www.capitol.hawaii.gov/hrscurrent/Vol04_Ch0201-0257/HRS0201B/HRS_0201B-.htm
HTA Five-Year Strategic Plan	https://www.hawaiiitourismauthority.org/media/1849/hta15001-strategic-plan_web.pdf
Secretariat of the Pacific Community FESTPAC Host Country Festival Manual	Attached to the RFP as Appendix A. Also available as a separate document on the eCivis portal.

1.09

Submission of Questions

Applicants may submit written questions to **contracting@gohta.net** by the date specified in the timeline. The HTA will share answers via an Addendum to this RFP. Please provide questions as an unprotected Word document, not as a PDF or picture.

1.10

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.

SECTION 2 – CONTRACT SPECS

2.01

Scope of Work

HTA is soliciting proposals from qualified companies to assist with destination management services and event coordination for the 13th Festival of Pacific Arts & Culture (FESTPAC) to be held June 18-27, 2021, on the island of O‘ahu at various locations determined by the host commission. This scope covers the entire schedule of festival events and locations, inclusive of planning, coordination and implementation of the entire festival. FESTPAC anticipates an estimated 2,800 delegates from 28 Pacific island nations to participate. This festival is unique in that the State must host the delegates with all accommodations, meals, and ground transportation for the duration of their time in Hawai‘i which may include dates prior to and after the actual festival dates depending upon flight schedules for the delegations.

Under the supervision of, and in collaboration with the festival host commission, HTA’s Director of Hawaiian Cultural Affairs & Natural Resources, and the HTA staff or its designees, the successful contractor shall provide the HTA with the following services including, but not limited to:

1. Venue Coordination. CONTRACTOR shall:
 - a. Coordinate securing festival event venues, including all appropriate and applicable permits and permissions.
 - b. Coordinate the overall coordination of the festival’s programming as it relates to the festival venues, i.e., reviewing layouts and reserving space, determining the best setups and securing the necessary audio/visual equipment, lighting, tents, chairs, security, and ordering appropriate menus for meals/breaks, etc.
 - c. Create and maintain a master calendar of all sessions and events of the festival at all venues to ensure smooth operations. This calendar should also list events separate from the official festival calendar but hosted at the same time for convenience of those outside organizations.
 - d. Serve as venue manager for all festival venues and report to the host commissions venue manager and HTA staff.
 - e. Coordinate and establish a festival venue operations center to house festival venue managers, appropriate venue staff, security leadership, etc.
 - f. Serve as the point of contact and coordinator for all matters related to the venues and appropriate agencies thereof.
 - g. Ensure sponsor recognition is executed for all festival sponsors in coordination with the festival’s designee for sponsorships.
 - h. Coordinate with community stakeholders as appropriate.
2. Event Coordination & Logistics. CONTRACTOR shall:
 - a. Work in close coordination and planning with the HTA staff; including but not limited to, engagement through emails, letters, and at least weekly in person coordination standing meetings with HTA staff and in addition, all weekly host commission meetings and any others requested by the state.

- b. Provide on-site staff assistance to implement the festival on all days of the festival, including volunteer recruitment and coordination.
 - c. Coordinate with HTA in obtaining entertainment for the events.
 - d. Provide registration and credentialing for media, delegates, and vendors as well as other special guests, VIP's, and VVIP's.
 - e. Formulate and execute a plan for meal and drink distribution throughout the festival, to delegates, government officials, VIPs, and VVIP's and providing food options for the public such as food trucks or similar vendors, in compliance with all applicable laws and guidelines from the venues, with all appropriate permits.
 - f. Coordinate attendees through the duration of all festival events.
 - g. Provide creative, graphic design and printing/production of signage for festival areas and delegations, registration desks, etc. for all site venues. This also includes delegation banners, magnetic car signs and other signage as requested.
 - h. Print, collate and distribute festival materials to the attendees.
 - i. Coordinate and arrange for a first-aid station and security services, for all venues in coordination with all federal, state and local authorities and jurisdictions.
3. Transportation. CONTRACTOR shall:
- a. Plan, coordinate, and implement a traffic management plan for all festival events and venues.
 - b. Procure and contract with a subcontractor(s) for transportation providers for all delegates, VIPs, and VVIPs.
 - c. Coordinate transportation with host commission designee and any/all relevant authorities.
 - d. Secure required parking permits and reservations, street closure permits, and all other permissions.
 - e. Coordinate transportation arrangements to and from event venues for the delegates, VIP's, and VVIP's.
 - f. Coordinate and implement a central dispatch to work with any subcontractor and host committee designee to ensure safe and on time transport for all delegates, VIPs, and VVIPs.
4. Invitations & Registration. CONTRACTOR shall:
- a. Coordinate all registration matters (pre-, on-site, post) to include festival registration and credentialing for media, delegates, and vendors, as well as other special guests, VIP's, and VVIP's.
 - b. Coordinate and respond to heads of delegation and serve as contact for official commission to country head of delegations under the direction of the host commission or its designee.
 - c. Provide online festival registration, including the acceptance of registration fees. Festival registration site must be timely, accurate and up to date.

- d. Deliver weekly reports of RSVP's by country and delegate counts upon execution of the contract and as requested.
 - e. Deliver daily registration reports starting two (2) months prior to the events.
 - f. Efficient registration check-in for delegates, VIP's, VVIP's during the festival events.
 - g. Provide for means to produce festival attendance reports at all festival events and be able to articulate methodology for collecting the attendance reports.
5. Budget Management. CONTRACTOR shall:
- a. Create and manage an overall festival budget as well as individual budgets for the festival component parts including specific events, satellite venues, etc.
 - b. Use sponsorship and other revenue as pass-through funds to pay for approved expenditures for event providers, which may include but not be limited to, entertainment, event venues, vendors providing services for the events, festival hotel(s), transportation companies, etc.
 - c. Provide financial reporting for the revenue and expenses of the conference.
6. Post Event Reporting & Evaluation. CONTRACTOR shall:
- a. Provide detailed written and financial reports for all event related expenditures and service fees.
 - b. Attend debrief and commission meetings following the execution of the events.

2.02

Compensation and Payment Schedule

- 1. Awardee will sign a firm-fixed-price contract.
- 2. Contractor will be put on a payment schedule tied to deliverables and milestones.

SECTION 3 – PROPOSAL OUTLINE AND INSTRUCTIONS

3.01

Submission Method

Submission is done via the portal on the eCivis website ONLY. Please follow the following steps:

1. Click on the link <http://bit.ly/HTAecivis>
2. Choose RFP 20-17 from the list. Click on it.
3. Click on the “Apply” button.
4. Click on “Create an account.”
5. Fill in the basic information and click “Sign Up.” You should receive a confirmation email.
6. Click on the link in the confirmation email.
7. Sign in. You will need to type in your login and password again.
8. See the menu on the left-hand column. Click “My Profile.” Fill out profile. (No need to fill in the DUNS. For Congressional District type Hawai‘i.)
9. Fill out application.

Warning: If you proceed to “My Application” before you fill in “My Profile,” your application will not save and you will need to start over.

Note: When logging back into the system you will be given a choice of “Portal” or “eCivis” login. Please choose the Portal login.

HTA will accept submission via the above referenced online portal only. NO PAPER SUBMISSIONS. NO EMAILED SUBMISSIONS. NO FAX SUBMISSIONS.

3.02

Submission Deadline and Confirmation of Receipt

The deadline for submission is listed in the Timeline in Section 1 of this RFP. The eCivis website will automatically confirm receipt of your proposal. The eCivis management system will discontinue acceptance of submissions at deadline. Applicants who wait until the last minute to submit their proposals do so at their own risk.

3.03

Proposal Format

- Slide shows and PPTs not accepted. The proposal should be compact and substantive. Proposals may include a web address that evaluators will have the option of reviewing. However, evaluators will not be required to review your website, so please do not omit important information in reliance of website content.
- Format should be standard 8 1/2 by 11 inches. Orientation should be primarily portrait, though landscape is welcome for data presentations as appropriate. No odd-sized pages please.
- If there is an oral presentation. Slide presentations may be used if an oral presentation is requested.

3.04

Submission Contents

All proposals shall include the following documents in the order listed to be considered for funding under this RFP. Proposals that fail to submit any one of these documents may be considered non-responsive. Descriptions appear below in subsequent sections.

The Proposal should consist of the following and in the following order:

- Cover Page
- Proposal
 - Table of Contents
 - Cover Letter
 - Demonstrated Past Performance (35%)
 - Proposal or Work Plan (45%)
 - Detailed Cost Breakdown/Budget/Overall Value (20%)
- Attachments
 - Certificate of Vendor Compliance
 - W9
 - Letters of Recommendation – up to five

3.05

Cover Page:

The cover page should include:

- RFP number and name. RFP 20-17 FESTPAC Destination Management Services & Event Coordination.
- Applicant firm name and address.
- RFP contact person name, title, email, phone.

3.06

Table of Contents:

Please present materials in the order outlined in Section 4.04. Please include page numbers.

3.07

Cover Letter:

- This is your opportunity to make a personal statement to the HTA and to the evaluation committee.

3.08

Demonstrated Past Performance (35 points)

While the HTA recognizes that a company profile generally will include some marketing, the main purpose of this section is so that the evaluators can get to know the company. Applicant may include a web address for the evaluators to refer to, but the evaluators are under no obligation to review your website.

- Description of Organization: Provide a brief history of the establishment, development, and accomplishments of the organization.
- Related Projects: List experience with past projects with comparable scope of work and complexity as those requested in this RFP.
- Provide up to five client references for projects, at least three of which the company has worked with within the last three years.

- Describe the qualifications and expertise of the individuals responsible for implementing the project.

3.09

Proposed Work Plan (45 points)

Applicant is to provide a detailed work plan, including a description of services, the methodology, and project implementation milestones. The workplan should also include measures of success and objectives. Applicant is also to provide a timeline, creating benchmarks based on the scope of services and the key deadlines listed in Section 2 of this RFP.

3.10

Detailed Cost Breakdown, Budget, Overall Value (20 points)

Applicant is to propose an overall price as well as a payment schedule based on your suggested project milestones. Please be aware that invoices must be tied to deliverables, and payment is typically processed six to eight weeks from date of invoice.

3.11

Certificate of Vendor Compliance (CVC)

HTA is requiring an active Hawai'i State Certificate of Vendor Compliance (CVC) in order to be able to apply for this RFP. Per State law, all contractor must have a "compliant" CVC as a precondition to signing a contract. Contract cannot be executed without a CVC.

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). All approvals can be acquired through one convenient location at Hawai'i Compliance Express. <https://vendors.ehawaii.gov/hce/splash/welcome.html>.

We recommend that applicants who do not already have compliance begin the process immediately to identify any possible challenges and avoid any delays. There is a \$12 annual fee for this service.

For those who are new to the system, ehawaii.gov has a YouTube channel with information on creating an eHawaii.gov account, vendor registration, and using Hawai'i Compliance Express. You can visit the YouTube channel at <https://www.youtube.com/user/eHawaiiGov1/videos>.

The name on the CVC is the name that will be used for contracting and payment purposes. There cannot be any variation in name or tax ID. Government agencies are exempt from the CVC requirement.

3.12

Rejection of Proposals

- **Requirements must be met.** HTA reserves the right to consider as acceptable, responsible and responsive only those proposals submitted in accordance with the RFP requirements.
- **Changing Terms.** Any proposal requiring any contract terms or conditions contradictory to those included in this RFP and any of its attachments 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.

- **Reasons.** A Proposal may be automatically rejected for the following reasons:
 - Failure to cooperate or deal in good faith;
 - Late proposals;
 - Lack of a Certificate of Vendor Compliance (CVC)
 - Failure to submit in accordance with the RFP requirements, or failure to supply an adequate response to the RFP;
 - Lack of demonstrated experience or expertise;
 - Inadequate accounting system or internal controls;
 - Failure to meet the terms of agreement on any previous HTA contract.
 - Failure to maintain standards of responsibility: Falsification of information. Suspension or debarment by STATE. Felony conviction related to procurement contracting with any unit of government. Failure to maintain necessary licensure or meet its tax or other obligations to a government agency.
- **Waiver.** HTA reserves the right to waive any or all informalities, irregularities, or deficiencies when it considers a waiver to be in the best interests of the STATE.

3.13

Public Records and Public Disclosure

Upon execution of the written contract, all documents submitted by the applicant 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. Specific redactions may be executed as the law permits, but applicant should assume that any and all information will be subject to disclosure.

3.14

Expenses

Each applicant is solely responsible for all expenses incurred for the preparation of the proposal and any expenses related to the evaluation process. This includes, but is not limited to, development and submission of the Proposal and subsequent responses to HTA requests for more information, and participation in any pre-award oral presentation, including travel and lodging expenses. An applicant shall not bill the HTA for any costs or expenses associated with its response to this RFP. Any incumbent under any HTA contract may not use HTA-funded resources to prepare its Proposal.

3.15

Cancellation

HTA reserves the right to cancel all or 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.

SECTION 4 – CONTRACTING PROCESS AND REQUIREMENTS

4.01

Award Letter

Awardee will receive a letter informing them of their selection, outlining the next steps in the contract execution process, introducing them to the managers they will be working with once the contract is executed, and advising them of any documents that are due.

4.02

Contract Execution Process

The contract execution process consists of the following steps:

1. HTA receives contractor's current Certificate of Vendor Compliance. (Required by law.)
2. A PDF of the contract is emailed to the Contractor along with instructions. If contractor agrees with the terms, Contractor prints, signs, fills out, and notarizes the contract as instructed and mails the original back to HTA's Contract Specialist.
3. HTA signs the contract. Contract is sent to the attorney general's office.
4. Deputy attorney general approves the contract for form and signs. Contract is returned to HTA.
5. HTA makes copies of the contract and distributes as follows: HTA program manager, Contractor, Hawai'i Department of Accounting and General Services (DAGS).
6. DAGS approves the contract. Once it is approved by DAGS, the contractor can start submitting invoices and deliverables as outlined in the contract's Payment Schedule.

4.03

Contractor Name

The contract will be between the STATE and CONTRACTOR. The STATE requires exact concurrence in all official documentation regarding the identity of the CONTRACTOR. This means that the name on the W9, the articles of incorporation, the certificate of vendor compliance, and on any invoices for payment, must be identical. There can be no variation in punctuation, entity type, dbas, and, of course, tax ID numbers. (See Section 4 of this RFP for information on the certificate of vendor compliance.)

4.04

Payment

Contractor will be put on a payment schedule and each payment will have associated deliverables tied to it. Contractor will be required to submit an invoice along with any related deliverables in order to receive payment. Contract might also have a cost-reimbursable element to it, in which case Contractor will need to present receipts or similar proofs of purchase.

Official invoice date is the date that the invoice and all deliverables are received and accepted by the HTA. Invoice must include the name of the CONTRACTOR exactly as it appears on the contract. Please include contract number on invoice. All required deliverables must be received along with, or prior to, receipt of invoice. Invoices must be either unsigned or signed by Contractor in blue ink. Invoices submitted prior to receipt of the necessary deliverables will not be accepted and will have to be resubmitted. Fiscal year ends June 30 and entails the temporary shutdown of fiscal processes. Invoices received at the change of fiscal, between June 15 and July 31, may be subject to delays in processing. See your program manager for details.

4.05**Evaluation of Contract Performance**

Contractor will be evaluated on their success in meeting the performance standards described in Section 4 of this RFP; the success in meeting the goals and requirements set out in the RFP, in the Contractor's proposal, and the subsequent contract.

4.06**Ownership**

This is a work for hire. All materials created in pursuit of the goals of this contract will be the property of the State of Hawai'i.

SECTION 5 – SCORING / EVALUATION CRITERIA

5.01

Evaluation Committee

Proposals will be evaluated by a Committee whose members include HTA representatives, and may include industry experts. All committee members may participate in decision-making on award recommendations provided they have no direct personal interest in the proposal in question. Evaluators sign an affidavit declaring that they will drop out of any evaluation that violates this requirement.

5.02

Procurement Officer

The HTA's primary point-of-contact serves as the Procurement Officer for this RFP. The Procurement Officer serves as the arbitrator and referee for this RFP. The Procurement Officer will serve as an evaluator only if the evaluation committee falls below the minimum number of three (3) evaluators and the HTA is unable to replace the evaluator without hindering the procurement process to the STATE's detriment. Otherwise, the Procurement Officer does not have a vote.

Your point-of-contact will change once the contract is executed. You will be assigned an HTA program manager upon award.

5.03

Prohibition Against Contacting Evaluators

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

Applicants should only communicate with, and rely on information from, the point-of-contact identified in Section 1 of this RFP.

5.04

Evaluation/Award Process

Members of the Evaluation Committee will score the proposals using the scoring criteria described in this Section of the RFP. The evaluation committee reserves the right to select finalists, based on these scores, and to conduct a second round including just these finalists. A second round may consist of, but is not limited to, a request for clarification or additional information, an oral presentation, and/or a best and final offer (BAFO).

Once the recommendation to award is approved by the HTA President and CEO, a final contract will be executed by both parties with the applicant proposal serving as the basis of the agreement.

5.05

Submission Materials and Criteria

HTA may make an award decision based on initial proposal only. HTA also reserves the option to request and use any combination of the following: additional information or materials, revised or

amended information or materials, oral interviews, reference checks, responses to requests for clarifications, responses to requests for best and final offer (BAFO).

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.

SECTION 6 – MISCELLANEOUS PROVISIONS

An applicant shall read each section of the RFP thoroughly. While sections of the RFP may appear similar to other RFPs issued by the HTA, additional information may be added as applicable. It is your responsibility to understand the requirements of this RFP.

6.01

Authority

- (a) Law. This RFP is issued under the provisions of Chapter 201B, HRS. 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) State Procurement Code. HTA procurement is not subject to the Hawai'i Public Procurement Code codified under Chapter 103D, HRS, and the administrative rules promulgated thereunder ("Hawai'i Procurement Code"). However, the HTA may consider the Hawai'i Procurement Code as guidance.

6.02

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.

6.03

Terms and Conditions

- (a) General Conditions. The Agreement (contract) to be executed by the selected applicant shall include the General Conditions. These conditions can be found on the web at <https://dhrd.hawaii.gov/wp-content/uploads/2017/08/103D-General-Conditions.pdf>. By submitting a proposal, applicant acknowledges and agrees to the provisions stated in those General Conditions. HTA reserves the right to modify or waive any clauses of the General Conditions, subject to approval by the office of the attorney general. See Section V of this RFP, Contracting Process, for any exceptions.
- (b) Termination. During the term of the contract awarded pursuant to this RFP solicitation, HTA will review the performance of the contractor and may terminate the contract for reasons such as non-performance of the contractor, including the failure to conduct the project or event, failure to exceed HTA targets, change in the funding for this program, or for the convenience of HTA.
- (c) 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 RFP as amended; then
 - (4) HTA regulations, policies, and procedures; then

- (5) 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.

6.04

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 RFP.
- (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 RFP, the service specifications, or documents referenced in the RFP in writing prior to the deadline for protests of the content of the RFP. 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 may be sent as an email attachment to the email listed below, sent via USPS, or hand delivered. Email signature, postmark, or date stamp must be 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

HTA will consider delivery services other than USPS if received by the HTA on or before the due date.

Chief Administrative Officer: Keith Regan
Procurement Officer: Ronald D. Rodriguez
Mailing Address: Hawai'i Tourism Authority
Hawai'i Convention Center, Level One
1801 Kālakaua Avenue
Honolulu, HI 96815
Email: contracting@gohta.net

6.05

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.

6.06

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.