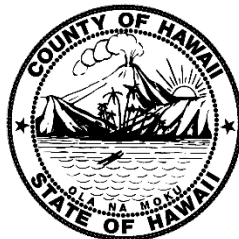


County of Hawai'i  
Department of Research and Development



REQUEST FOR PROPOSALS  
INNOVATION GRANTS  
For Fiscal Year 2022-2023  
(July 1, 2022 to June 30, 2023)

DEADLINE TO APPLY  
Wednesday, August 31, 2022  
4:30 P.M. Hawai'i-Aleutian-Standard Time

Issued by:  
County of Hawai'i  
Department of Research and Development  
Mailing Address: 25 Aupuni Street, Room 1301, Hilo, HI 96720  
Telephone: (808) 861-8366  
Fax: (808) 935-1205  
Email: [chresdev@hawaiiicounty.gov](mailto:chresdev@hawaiiicounty.gov)  
Website: [www.rd.hawaiiicounty.gov](http://www.rd.hawaiiicounty.gov)

July 28, 2022

*The County of Hawai'i is an Equal Opportunity Provider and Employer*

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## REQUEST FOR PROPOSALS (“RFP”) NO. 2022-01

COUNTY OF HAWAII’I DEPARTMENT OF RESEARCH AND DEVELOPMENT

NOTICE OF REQUEST FOR PROPOSALS: INNOVATION GRANTS FOR FISCAL YEAR 2022-2023

Sealed Proposals for the Innovation Grants for Fiscal Year 2022-2023, RFP No. 2022-01, must be received on or before 4:30 p.m. Hawai’i-Aleutian Standard Time, Wednesday, August 31, 2022, in either of two locations (Hilo or Kona). Proposals may be mailed or delivered. Please refer to Submission Instructions in Section 3.7 of the RFP for complete information. The deadline noted above is not a post-mark date. Proposals must be received by the County by the above referenced deadline at either of the above locations. Proposals received after the deadline will not be considered and will be returned to the applicant unopened. The County reserves the right to reject any proposal.

Pursuant to Chapter 103D, Hawai’i Revised Statutes (“HRS”), the Hawai’i County (“County”) Department of Research and Department (“Department”) is requesting proposals for innovation grant awards in preparation for the 2022-2023 fiscal year. The intent of the grant program is to support research, programs, or projects that advance innovation in the areas of agriculture and food systems, business and industry development, community-based and place-based tourism, community well-being, creative industries, energy, and sustainable economic development in Hawai’i County. Proposals must address and support the Department’s goal related to innovation, community well-being and economic development, and program objectives for the above subject areas. Proposals submitted shall be reviewed and considered for the receipt of funding, to supplement existing or proposed project or program budgets for the applicant organizations.

Proposal forms, specifications and special provisions can be obtained at the Department’s Innovation Grant webpage at [www.hawaiiicounty.gov/rdgrants](http://www.hawaiiicounty.gov/rdgrants) or by calling (808) 961-8366. An informational webinar will take place on Thursday, August 4, 2022, at 1:00 to 2:30 p.m. Go to [www.hawaiiicounty.gov/rdgrants](http://www.hawaiiicounty.gov/rdgrants) to register.

The deadline for submitting written questions is Wednesday, August 17, 2022. Please refer to Submission of Questions, section 1.7 of the RFP for complete instructions.

All proposals reviewed and recommended for funding by the Department shall be subject to the County’s executive and legislative review of the Department’s budget for fiscal year 2022-2023. Notification of the Department’s approval and recommendation for funding will be made by October 14, 2022.

Douglass S. Adams  
Director, Department of Research and Development

Hawai’i Tribune Herald  
West Hawai’i Today  
Publication Date: July 28, 2022, and July 31, 2022.

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COUNTY OF HAWAII DEPARTMENT OF RESEARCH AND DEVELOPMENT  
INNOVATION GRANTS FOR FISCAL YEAR 2022-2023 REQUEST FOR PROPOSALS

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## DEFINITIONS

### Innovation

An innovation is an idea transformed into practical reality. The innovation can be in the form of project, process, or prototype. Through this RFP, the Department seeks proposals that clearly demonstrate the potential to generate economic and equitable benefits to Hawai'i Island residents through capacities such as business income, job growth, increased accessibility, reduced expenses or reduced environmental footprint, and greater efficiency. The emphasis is on innovative practices, technologies, and policies that identify and solve known local issues.

### Community Well-Being

Community wellbeing is the combination of social, economic, environmental, cultural, and political conditions identified by individuals and their communities as essential for them to flourish and fulfill their potential.<sup>1</sup>

Well-being includes people's physical, mental, and social health, and the opportunities they have to create meaningful futures. It considers basic needs like food, housing, education, employment, and income. It includes social and emotional needs like sense of purpose, safety, belonging and social connection, and life satisfaction. And it is tightly linked with the well-being of our communities, our environment and our planet.<sup>2</sup>

### Pono

Pono means goodness, uprightness, morality, moral qualities, correct or proper procedure, excellence, equity, fair, righteous, welfare, and wellbeing.<sup>3</sup>

### Sustainability

Sustainability means achieving the following<sup>4</sup>:

- Respect of culture, character, beauty, and history of the state's island communities.
- Striking balance between economic, social, community, and environmental priorities, and
- Meeting the needs of the present without compromising the ability of future generations to meet their own needs.

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<sup>1</sup> Wiseman, J., Brasher, K. (2008). Community Wellbeing in an Unwell World: Trends, Challenges, and Possibilities. *Journal of Public Health Policy*, 29, 353-366

<sup>2</sup> Robert Wood Johnson Foundation

<sup>3</sup> Pukui, Mary Kawena; Pukui, Mary Ann Spenser; Elbert, Samuel Hoyt. Hawaiian Dictionary, Hawaiian-English, English-Hawaiian. Hong Kong: University of Hawaii Press, 1986.

<sup>4</sup> Hawai'i Revised Statutes §226-2

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## 1. ADMINISTRATION

The Department is requesting proposals from qualified non-profit organizations, research and educational institutions, and government agencies for its annual Innovation Grants for Fiscal Year 2022-2023.

### 1.1 Eligible Projects or Activities

Eligible proposals include research, programs, or projects that advance innovation in the program areas of agriculture and food systems, business and industry development, creative industries, energy, sustainable economic development, and tourism. More specifically, projects should advance the Department's Goal and Program Objectives (see Section 2 below).

Programs or projects currently funded with County of Hawai'i grants will not be considered. Exceptions include Department-funded programs or projects that continue to advance innovation.

### 1.2 Award Amount

The Department awards (a) Small Innovation Grants in the range of \$5,000 to \$25,000 for agricultural and food systems programs and community-based tourism initiatives that align with the Department's Goal and Program Objectives listed in Section 2 below, and (b) Large Innovation Grants in the range of \$50,000 to \$100,000 for project initiatives in all program areas that meet the objectives listed in Section 2.2.2 (Large Grant Program) below.

### 1.3 Eligible Entities

In order to be eligible for an award through this RFP, the proposer shall:

- Be an educational institution, state or county agency, a not-for-profit organization incorporated under the laws of the State of Hawai'i, or a non-profit organization exempt from the federal income tax by the internal Revenue Service. In the case of a non-profit organization, members of its governing board shall have served without compensation and have no material conflict of interest.
- Be licensed and accredited, in accordance with the applicable statutes, codes, or ordinances of the federal, state, and county governments.
- Have bylaws or policies that describe the manner in which business is conducted including management, fiscal policies and procedures, and policies on nepotism and the management of potential conflicts of interest.
- Have at least one (1) year of experience with the project or in the program area being proposed. The Director may grant an exception from this requirement, if, in the Director's sole discretion, the entity can show it has the equivalent level of expertise and experience, which may include proof of project management capabilities and understanding of the program area for which the entity is applying.
- Have staff or authorized representatives adequately trained to administer and conduct the service described.

- Meet all the requirements set forth in this RFP.

#### 1.4 Specification and Forms

Instructions, terms and conditions, and proposal forms may be obtained from the Department through [www.hawaiicounty.gov/rdgrants](http://www.hawaiicounty.gov/rdgrants) or by calling (808) 961-8366.

#### 1.5 Timetable

The timetable set forth below represents the Department’s best estimate of the schedule that will be followed in the RFP process. Proposers will be advised by addendum via the Department’s website at [www.hawaiicounty.gov/rdgrants](http://www.hawaiicounty.gov/rdgrants) of any changes to the timetable.

<b>ACTIVITY</b>	<b>SCHEDULED DATE</b>
RFP Issued	Thursday, July 28, 2022
Informational webinar	Thursday, August 4, 2022, 1:00 p.m.
Closing date for receipt of questions/comments	Wednesday, August 17, 2022
Department’s response to proposers’ questions	Monday, August 22, 2022
Proposal due date	Wednesday, August 31, 2022, 4:30 p.m.
Selection/Award Notification	Friday, October 14, 2022
Grant Agreement Execution Period	October 19 – November 18, 2022
Tentative Agreement Commencement Date	October 19, 2022

#### 1.6 Contact for Information

If the proposer requires additional information, requests for additional information shall be made to:

Department of Research and Development  
 25 Aupuni Street, Room 1301  
 Hilo, Hawaii, 96720  
 Telephone number: (808) 961-8366  
 Fax number: (808) 935-1205  
 Email address: [chresdev@hawaiicounty.gov](mailto:chresdev@hawaiicounty.gov)

#### 1.7 Submission of Questions

Notwithstanding any other provisions, if there is any doubt as to the interpretation of any of the provisions herein, the proposer shall submit an inquiry in writing to the Department by email at [chresdev@hawaiicounty.gov](mailto:chresdev@hawaiicounty.gov) on or before Wednesday, August 17, 2022, in order to qualify for an official response from the Department. Responses will be posted under the same listing and become addenda to the RFP. The Department will respond to questions through addenda only. All other means of communication, whether oral or written, shall not be considered official responses, and may not be relied upon.

Any questions regarding the interpretation of any provision after proposals have been opened shall be subject to a ruling by the Director of the Department, whose decisions shall be final. In

addition, the Director shall have the sole power to decide and resolve matters which may arise in the future and/or which may not be covered in the proposal.

### 1.8 Amendment, Addenda, or Bulletins

Any proposer who discovers any ambiguities, conflicts, discrepancies, omissions, or other errors in the RFP shall notify the Department in writing by email at [chresdev@hawaiicounty.gov](mailto:chresdev@hawaiicounty.gov) on or before Wednesday, August 17, 2022. Modifications of the RFP shall be made by issuing an addendum, and a written notice of such modifications shall be sent to all persons who have submitted written questions to the department as described above. If a proposer fails to notify the Department on or before Wednesday, August 17, 2022, of any errors in the RFP known to the proposer, the proposer shall submit a proposal at its own risk. If the proposer is selected by the Department, the proposer shall not be entitled to additional compensation or time by reason of such errors or their later correction.

It is each proposer's responsibility to monitor the Department's website at [www.hawaiicounty.gov/rdgrants](http://www.hawaiicounty.gov/rdgrants), for any addendum necessitated by a modification of the RFP prior to the August 17, 2022, deadline. The Department will not contact individual proposers to alert them of the posting of any addenda. Any addendum issued during the time of proposal submission and forming a part of the documents shall be made a part of this Solicitation and shall become a part of the award contract.

### 1.9 Withdrawal of Proposals

A proposer may withdraw its proposal by submitting a written request to the Director of the Department any time prior to Friday, August 30, 2022, at 4:30 p.m., unless said deadline is further extended by a subsequent posted addendum.

### 1.10 Cancellation of RFP

This RFP may be cancelled, and any or all proposals rejected, in whole or in part, without liability to the Department, when it is determined to be in the best interest of the Department.

### 1.11 Contract Period

Upon award, the contract period will commence upon contract execution and continue as follows:

- Small Innovation Grant Award contract periods will continue for twelve (12) months, with the exception of government awardees whose contracts may be extended, at the sole discretion of the Director of the Department, eighteen (18) months from date of original contract execution.
- Large Innovation Grant Award contract periods will continue for eighteen (18) months.
- The contract period may be extended at the sole discretion of the Director of the Department.

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## 2. DEPARTMENT GOAL AND PROGRAM OBJECTIVES

### 2.1 Department Goal – Quality of Life, Innovation, and Economic Development

The Department’s goal is to support a high quality of life for Hawai’i Island residents by supporting innovations that help to balance Hawai’i Island’s economic, social, community and environmental well-being.

An innovation is an idea transformed into practical reality. The innovation can be in the form of project, process, or prototype. Through this RFP, the Department seeks proposals that clearly demonstrate the potential to generate economic and equitable benefits to Hawai’i Island residents through capacities such as business income, job growth, increased accessibility, reduced expenses or reduced environmental footprint, and greater efficiency. **The emphasis is on innovative practices, technologies, and policies that identify and solve known local issues.**

### 2.2 Department Program Objectives

Eligible proposals for Innovation Grant awards include research, programs, or projects that advance innovation in the areas of agriculture and food systems, business and industry development, community well-being, creative industries, energy, sustainable economic development, and tourism.

2.2.1 Small Grant Program-Up to \$25,000 may be awarded;

The Agriculture and Food System and the Community-based Tourism are the only program areas that constitute the Small Grant Program.

#### 2.2.1.1 Agriculture and Food System Program Objectives

- Improve the quality, productivity and safety of agricultural producers, systems and products through critical, effective and timely research, development and education.
- Support the expansion of agricultural industries and methodologies with research and training programs.
- Reduce the negative impact of invasive species on agricultural crops through research and educational programs.

#### 2.2.1.2 Community-based Tourism Program Objectives

- Implement interpretive pilot programs at culturally and historically significant sites (sites that are highly valued by residents because of their natural and cultural resources, and highly valued by visitors as unique destinations) that include one or more of the following components:
  - Engage and/or hire residents who have place-based knowledge and experience to identify, map and document natural and cultural resources, sacred and historical sites, and stories of the culturally and historically significant sites.

- Engage and/or hire residents who have place-based knowledge and experience to develop appropriate strategies and products to brand and share the culturally and historically significant sites.
- Engage existing or new Hawai'i Island based businesses in interpretive programs to grow and expand their products and services.
- Provide training and materials on the culturally and historically significant sites to appropriate visitor industry stakeholders.

2.2.2 Large Grant Program-\$50,000 to \$100,000 may be awarded

The Large Grant Program is comprised of the following program areas: Agriculture and Food Systems; Energy; Community Well-Being; Sustainable Development; Creative Industries; Tourism; and Business & Industry Development.

*2.2.2.1 Agriculture and Food System Program Objectives*

- Increase consumption of local agricultural and value-added products at local, national or international levels.
- Improve the quality, productivity and safety of agricultural producers, systems and products through critical, effective and timely research, development and education.
- Support the expansion of agricultural industries and methodologies with research and training programs.
- Reduce the negative impact of invasive species on agricultural crops through research and educational programs.
- Reduce the incidents of agricultural theft.
- Preserve agricultural lands by seeking improvements to existing systems designed to conserve soil and water to include grubbing and grading policies and landscape level programmatic application.
- Facilitate the development of affordable farm worker housing by developing recommended reform, deployment strategies with existing government support programs.
- Support initiatives to identify and maximize the use of affordable and environmentally appropriate control of invasive species.
- Support the effective integration of the food system networks into local agricultural networks, production systems and value chains.
- Support the development of a strategic food system plan and an emergency food access plan.
- Support the development of projects, materials, and events that increase cooperation, innovation, and sustainability within the local food system.
- Due to the COVID-19 Pandemic's health and economic impacts, support ad hoc outreach and engagement of the agriculture industry and food system to support the industry and community's stability and ability to evolve to meet changing conditions and innovation.
- Improve awareness and participation in food assistance programs.

- Reduce food waste and increase the volume of unharvested fruits, vegetables, and nuts diverted into local food assistance programs.

#### 2.2.2.2 Business and industry Development Program Objectives

- Build the local, national, and international reputation and exposure of Hawai'i Island, its businesses and its products.
- Support industry meetings, workshops, conferences, or trade shows.
- Promote local, state, and federal programs and resources advancing economic and business development.
- Advance collaborative projects that build Hawai'i Island's dominant, emerging, and highest paying industries and sectors.
- Improve household financial self-sufficiency and mobility by advancing workforce development, through efforts to decrease household debt and expenses and increase household income and wealth, and by advancing inclusive growth and community-based economic development.
- Support the vibrancy and integrity of Hawai'i environments (land, water, ocean, sky, and native flora and fauna)
- Positively impact community well-being, equity, cohesion, capacity, and empowerment.
- Support Hawaiian cultural vitality and the application of 'ike kūpuna including the use of 'ōlelo Hawai'i and symbiotic, ancestral relationships to 'āina.
- Increase hiring, career readiness, and leadership opportunities for target groups (in preferential order: Hawai'i residents, expatriate Native Hawaiians, and Hawai'i-born individuals who wish to return).
- Contribute to building a circular economy to create regenerative outcomes for 'āina, natural resources, and communities.
- Improve Hawai'i's long-term energy sustainability in ways that are supported by impacted communities.
- Incorporate innovative approaches (involving methods, processes, technologies, relationships, and communications) that improve the well-being of communities and natural environments.
- Improve Hawai'i's long-term food security that builds or sustains vital, self-reliant community food systems.
- Improves the resilience and diversity of locally owned and resourced small businesses that align with Āina Aloha Goals as outlined in *Āina Aloha Economic Futures* found at <https://www.ainaalohafutures.com/>.
- Fully commits to, and participates in, an equitable, pono value chain involved in the production, marketing, distribution and provisioning of goods and services.

### 2.2.2.3 Community Well-Being Program Objectives

- Promote the wellbeing of young people and older adults through support services and/or activities that address emotional and/or physical wellness. R&D for this specific proposal defines young people and older adults as:
  - Young people: adolescents (ages 10 to 17) and young adults (up to ages 25)
  - Older adults: ages 65 and older
- Activate volunteers to increase disaster awareness and promote emergency preparedness through trainings and/or outreach activities in at-risk and/or underserved communities.
- Develop a robust island-wide consortium on pre- and post-natal (i.e., breast-feeding) support and promote resources, education, and trainings.
- Develop, implement and evaluate a system to offer enabling service(s) to address social determinants of health and health equity by improving access and outcome of health services particularly for individuals receiving care for chronic disease and/or behavioral health through the following areas of support services:
  - Transportation
  - Utilization of and/or referral to existing services
  - Financial assistance for ground transportation or inter-island flights may be granted as the payer of last resort when all available funding sources are thoroughly assessed and exhausted.
  - Case management (i.e., Community Health Worker support, Patient Navigation, Patient Advocacy, Care Coordination, etc.)
  - Interpretation/translation
- Promote a safe space for and the wellbeing of vulnerable community members and their families through support services and/or activities for the following groups:
  - Immigrants
  - Compact of Free Association (COFA) migrants
  - Native Hawaiian
  - Pacific Islanders
  - LGBTQ+
  - Individuals living with HIV/AIDS
  - Individuals living with chronic disease
  - Individuals with a disability
  - Individuals at greater risk of suicide
  - Survivors of intimate partner violence
  - Caregivers of individuals with serious illnesses
  - Individuals coping with grief and loss

#### 2.2.2.4 Creative Industries Program Objectives

- Strengthen and preserve Hawai'i Island's communities and natural resources as an outstanding business location through, for example, industry meetings, workshops, conferences, and trade shows.
- Develop local creative industries through, for example, workforce development, incubators, accelerators, or multi-purpose facilities.
- Advance film and other creative arts on Hawai'i Island through support for local productions, static and dynamic arts, and opportunities for economic diversification and revitalization.

#### 2.2.2.5 Energy Program Objectives

- Advance renewable energy resilience projects for the Island of Hawai'i.
- Identify and implement energy efficiency projects to reduce energy expenses.
- Plan and implement renewable energy projects for the County of Hawai'i with significant return on investment.
- Expand the use of alternative fuel vehicles, including within the County's fleet.
- Expand the network of zero emission vehicle fueling and charging stations.
- Advance innovative, low-cost, efficient transportation systems like transportation network, autonomous vehicles, and car sharing.
- Address the disproportionate health, environmental, economic and climate impacts on disadvantaged communities.
- Implement a demonstration project that has the potential to reduce the cost of living for Hawai'i Island residents.

#### 2.2.2.6 Sustainable Economic Development Program Objectives

- Support and strive to implement the various emissions mitigation actions and policies set forth in the County of Hawai'i Climate Action Plan, First Draft 2020 found online at <https://www.rd.hawaiicounty.gov/home/showpublisheddocument?id=301933>
- Support and strive to implement the strategic actions set forth in the State of Hawai'i 2050 Sustainability Plan, found online at [https://files.hawaii.gov/dbedt/op/sustainability/hawaii\\_2050\\_plan\\_final.pdf](https://files.hawaii.gov/dbedt/op/sustainability/hawaii_2050_plan_final.pdf)
- Strive to implement strategies that support the goals of the Aloha+ Challenge found online at <https://alohachallenge.hawaii.gov/>.

#### 2.2.2.7 Tourism Program Objectives

Applicants for the Large Innovation Grant Program **must meet both** the Community-Based Tourism Program Objectives listed in 2.2.1.2 above and also support and strive to implement the County Strategies & Actions Going Forward, set forth in the Hawai'i Island Tourism Strategic Plan 2020-2025 found online at <https://www.rd.hawaiicounty.gov/economic-development/tourism>.

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### 3. PROPOSALS

Successful proposals will clearly show a public or community nexus to the stated outcomes of the proposal. Funds may not be used for: purchase of alcohol; business or organizational start-up plans; fundraising; commercial film production; or costs associated with proposal production and submission. All proposals shall be subject to the provisions and stipulations of this RFP, including the following proposal specifications and the non-exclusive contract provisions attached hereto as Exhibit B and made a part hereof.

#### 3.1 Proposal Preparation

Proposer shall prepare a written proposal in accordance with requirements of this Section and provide the proposal to the Department. Proposers shall submit all data and information specified and requested in this Section to qualify its proposal for evaluation and consideration for award. Noncompliance shall be deemed sufficient cause for disqualification of the proposal without further notice. The Department will not pay any costs incurred by the proposer in preparing or submitting the proposal.

#### 3.2 Disqualification of Proposals

The Department reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and that demonstrate alignment with the Department's goal and program objectives. The Department reserves the right to ask for clarification at any time, of any item in the proposal. A proposer may be disqualified, and the proposal automatically rejected for any of the following reasons:

- The proposer's lack of responsibility or cooperation as shown by past work or services done for the Department.
- The proposal is conditional, incomplete, or irregular in such a way as to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- The proposal includes any provisions that are contrary to those required in this RFP.
- The proposal shows any noncompliance with applicable law.

#### 3.3 Public Inspection

All proposal information, including pricing, shall be held in strict confidence, and shall not be revealed or discussed with competitors. Proposals submitted may be reviewed and evaluated by those officials who have a legitimate interest in the matter and by no others. All material submitted from all proposers becomes the property of the County. If any material is returned, it will be at the option of the Department.

Proposal information that is considered by the proposer to be proprietary shall be identified by the proposer as such and sealed in a separate envelope. If information is not identified as proprietary, the County reserves the right to use any or all ideas presented in any of the proposals. Selection or rejection of the proposal does not affect this right. In evaluating proposals, any pages marked "PROPRIETARY," "CONFIDENTIAL" or otherwise clearly intended

not to be made public WILL NOT be considered, except those dealing with financial resources and condition or references, existing customers, and the like. Thus, if all pages of a proposal are marked as not public information or a cover document indicates the entire proposal is proprietary or otherwise restricted, the proposal may be rejected. The Department shall have the option of (1) requesting that sections improperly marked as proprietary be amended or (2) rejecting the proposal without further action.

At the conclusion of the process, resulting in either a contract award or rejection of all proposals, all material except that marked proprietary shall become public information.

### 3.4 Proposal Specifications

#### 3.4.1 Matching Funds Requirement

New this year, the Department Innovation Grants have two levels of a matching funds requirement. Matching funds may be cash or in-kind contributions of goods and services or a combination of both cash and in-kind contributions.

1. For the Small Grant Program (grants up to \$25,000), there is a 1-to 1 matching requirement. For every dollar of County funds awarded, the grantee must provide a dollar in matching resources.
2. For the Large Grant Program (grants of \$50,000 to \$100,000) there is a 1- to .5 matching requirement. For every Dollar of County funds awarded, the grantee must provide fifty cents (\$0.50) in matching resources.

The proposer must identify the organization or organizations providing matching funds and the amount of each contribution. If the proposer is awarded funding, the proposer must provide the Department with proof of its matching funds within thirty (30) calendar days of the Department's award notification. Acceptable proof of matching funds includes, but is not limited to, a letter of matching funds commitment, copy of a check, receipts of deposit, bank statement, or a copy of an agreement between the proposer and another sponsor. A mere list of sponsors and in-kind contributions is not acceptable proof. Matching funds documentation is required for contract execution.

#### 3.4.2 Proposal Format and Required Forms

A complete proposal includes the following:

- A. All sections of Exhibit A in the order shown below (includes Abstract and Narrative):
  - Project Abstract – Maximum one page; plain white letter-sized paper, one-inch margins; font size 11 points or larger.
  - Project Narrative – Maximum five pages; plain white letter-sized paper, one-inch margins; font size 11 points or larger. Data tables may use 10-point font size.
  - Application Form (signed and dated)

- Activities, Measures, and Outputs Matrix
  - Income Source Form
  - Project Summary Budget Form, Section A
  - Budget Narrative Form
  - Organization Information Form
  - Conflict of Interest Disclosure Form
- B. Attachments: All organization documents listed on the Organization Information form in Exhibit A, including a Certificate of Compliance from the State of Hawaii’s Compliance Express system, and any other pertinent information.

### 3.4.3 Proposal Narrative Guidelines

- A. Project Abstract. (Maximum one page; a template form is included in Exhibit A)
- Brief description of the proposed project that identifies the proposed innovation, a summary of equitable and economic benefits, and any mitigation plans to address COVID-19 safety precautions.
  - Overall timetable of the proposed project. Project must be initiated after contract execution. Project terms end within twelve (12) months for small grants, and within eighteen (18) months for large grant. Government entities may also have up to eighteen (18) months for small grant awards.
  - Budget summary (differentiate Innovation Grant award and other funds.)
- B. Project Narrative. (Maximum five pages; a template form is included in Exhibit A)
- (1) Project Activities and Outputs: this section should expand on the Activities, Measures, and Outputs Matrix form in Exhibit A. Explain what the project will accomplish by describing the following:
- Describe all planned project activities, the project timeline, and the location and facilities used as applicable.
  - Explain what is new, different, and innovative about the proposed project compared to past or current projects, including similar projects sponsored by other organizations; and how the proposed project may support economic development and community well-being.
  - Explain the role and qualifications of project personnel.
  - Explain what the proposed activities will produce or accomplish. Describe the specific measures that will be used to evaluate project success. These measures should be specific, results-oriented, and achievable, and should be reflected in the Activities, Measures, and Outputs Matrix form.
  - Describe plans for the proposed project beyond the County contract period.
  - Explain how the expected project outputs and outcomes help to achieve the Department’s goal and program objectives.

- Explain mitigation plans, if needed, to address COVID-19 work constraints, social distancing, and other relevant restrictions required to deliver the project.
- (2) Organization Qualifications. **Briefly** discuss organizational qualifications, including:
- Describe the applicant’s history, mission, goals, target population served, past accomplishments, including community partners or examples of past partnerships.
  - Explain the applicant’s experience or expertise in performing work similar to the proposed project.
  - Explain the duration of strength of project partnerships.
  - Describe the fiscal and administrative controls in place to properly manage County funds.

### 3.5 Budget Guidance – Eligible uses of Grant Funds.

Project expense estimates must be reasonable, directly related to the proposed project, and clearly described in the Budget Narrative Form. The following list includes examples of some common expenses allowable in this RFP:

- |                                       |   |
|---------------------------------------|---|
| • Advertising.                        | • Salary and wages (at prevailing wages.) |
| • Brochures and collateral materials. | • Security.                               |
| • Electronic media.                   | • Shipping.                               |
| • Equipment purchase.                 | • Some consultant services.               |
| • Facility rental.                    | • Supplies and materials.                 |
| • Postage.                            | • Travel.                                 |
| • Posters.                            | • Website development or enhancement      |
| • Printing.                           |   |
| • Products.                           |   |
| • Public relations.                   |   |

While salary and wages are eligible uses of grant funds, personal costs should ideally not be the primary use of grants funds. To demonstrate financial sustainability potential, projects shall not rely on County funds for critical ongoing operating expenses.

### 3.6 Budget Forms – Instructions

#### 3.6.1 Exhibit A Income Source Form

- The applicant’s funding request should be listed in the space provided labeled “R&D Award.”
- List all income sources in the “Cash” and “In-Kind Contribution” sections. Indicate the dollar value in either the “Anticipated” or the “Committed” columns.
- For in-kind contributions, be sure to list both the source of the contributions and the types of contributions.

- This form will be used for final financial reporting at the end of the contract period.

### 3.6.2 Exhibit A Project Budget Summary Form – Section A

- List the dollar amounts of proposed expenses by general category according to source of funding.
- The expense categories are summaries of the required Budget Narrative Form.
- The maximum allowed in grant funds for Administrative Expense is ten percent of the subtotal of expenses allocated in the R&D Grand Column. Typical administrative expenses include grant management, grant reporting, and fiscal management activities such as bookkeeping, banking, and recordkeeping.

### 3.6.3 Exhibit A Budget Narrative Form

- Complete all applicable sections of the Budget Narrative Form.
- Subtotals of each expense category will equal the Budget Summary Form line-item totals.

### 3.6.4 Budget Total Calculations.

- Total Project Income and Total Project Expenses must be the same.
- Total cash match and total in-kind contribution income must match the expenses allocated to each funding source.

### 3.7 Submission Instructions

Applicants are required to submit **one complete original** application package that includes

- Exhibit A.
- All current organizational documents listed on Exhibit A Organization Information Form.

Applicants are required to submit **two copies** of:

1. Exhibit A

Sealed proposal packages must be received on or before 4:30 p.m. Hawaii-Aleutian Standard Time on Wednesday, August 31, 2022, unless extended by an addendum, in one of the following two locations:

<b>Hilo</b>	<b>Kailua-Kona</b>
County of Hawai'i Building, Room #1301 Department of Research and Development	West Hawai'i Civic Center, Building C (Second Floor), Department of Research and Development
Mail to: Department of Research and Development, 25 Aupuni Street, Room 1301, Hilo, HI 96720	Mail to: Department of Research and Development, 74- 5044 Ane Keohokālole Highway, Building C, Kailua-Kona, HI 96740

All sealed proposals will be time-stamped when received and shall remain sealed until the deadline. The proposer shall be solely responsible for the timely arrival of its proposal. Proposals delivered by email or fax will not be accepted.

The deadline noted above is not a post mark date. Proposals received in the offices of the Department after the deadline will not be considered and will be returned to the proposers unopened.

Proposals shall not be made available to the public until such time as an award is made or all proposals are rejected by the Department. After award, all proposals shall be public information, except proposal sections containing proprietary information or other information not appropriate for public perusal, which shall be sealed by the proposer in a separate envelope marked "PROPRIETARY INFORMATION."

#### 4. EVALUATION PROCESS.

Proposal evaluation and award under this RFP shall use a three (3) phase process. A quantitative scoring system will be utilized.

##### 4.1 Evaluation Committee.

The Chief Procurement officer shall approve an evaluation committee recommended by the Director with knowledge of the subject areas and program objectives to provide initial review and ranking of the proposals. Proposals shall be evaluated based on the Proposal Evaluation Criteria listed in section 4.4.1. Any committee member with a conflict of interest with a proposer shall recuse him or herself from the review of that proposer's submission.

##### 4.2 Evaluation Phases.

The three evaluation phases will be conducted as follows.

##### 4.3 Phase 1: Screening.

An initial screening shall take place immediately after the proposals are opened by two (2) representatives of the County. The initial screening involves reviewing all submitted proposals for eligibility and completeness. Proposers must submit a written proposal in accordance with this RFP. Proposals not meeting these minimum requirements may be rejected.

##### 4.4 Phase 2: Initial Proposal Evaluation.

Phase 2 of the evaluation process provides for an evaluation committee to establish a priority list of proposers who will be included in Phase 3 of the evaluation process. No discussions with proposers shall take place during Phase 2 except for clarification purposes.

Phase 2 evaluation of the proposal will be conducted using the evaluation categories and numerical points in Section 4.4.1 and will be based solely on the submitted proposal. Phase 3 evaluation criteria have been assigned maximum numerical point values with all criteria totaling 100 points. The rating system is set up such that the highest points represent the best rating.

The Proposers' total score will be determined by an average of total points assigned to each Proposer, by all evaluators. Proposals whose evaluation committee scores in each category do not meet a minimum threshold of 70 will not advance to Phase 3 of the evaluation process.

The Proposers selected for the priority list shall be referred to as "Priority Listed Proposers" and will be include in Phase 3 of the evaluation process.

##### 4.4.1 Evaluation Categories and Value.

The maximum points available in Phase 2 is 100 points, divided among the following categories.

- A. Project Impact: Maximum 30 points.

- How well the proposed project outcomes advance the Department’s Goal and Program Objectives and clearly demonstrate economic and equitable benefits to Hawai’i Island residents and businesses.
  - The extent to which the proposal reflects a coherent and feasible approach and includes a reasonable timeline for completion of work.
  - The clarity with which specific roles and responsibilities are defined.
- B. Project Innovation: Maximum 30 points.
- The demonstration of an innovation in program delivery or product adaptation
  - Justification for the innovation based on best practices and models.
- C. Fiscal Capability and Accountability: Maximum 20 points.
- Realistic, thorough, and accurate budget.
  - Appropriate allocations of funds based on planned activities.
  - Level and probability of non-County funds committed to the project.
  - Extent to which the proposed project demonstrates program sustainability.
- D. Qualification and Experience: Maximum 20 points.
- Level of integrity, reliability, and credibility of the organization in the community.
  - The extent to which the organization has the capacity to carry out the proposed project, including the appropriate mission and structure to fulfill the needs and requirements of the proposed project.
  - Depth and breadth of experience in performing similar work.
  - Duration and strength of partnerships related to the proposed project.
  - The strength of fiscal and administrative controls to properly manage County funds.

#### 4.5 Phase 3: Priority Listed Proposers Evaluation

In Phase 3, evaluations shall be based on the criteria mentioned in Phase 2 and any discussion with Priority Listed Proposers, if applicable. Discussions may be conducted with individual proposers whose proposals are determined to be likely to be selected for award ("Priority Listed Proposers"), but proposals may be accepted without such discussions. Selected proposer(s) should be prepared to give a presentation to the Department in support of their proposal prior to final selection, if deemed necessary. The Department reserves the right to request information from proposers at any time to clarify proposer’s proposal.

The maximum evaluation points available for each proposer in Phase 3 is 100 points for the final evaluation of the Best and Final Offer submittal. Each Priority Listed Proposer’s final total score will be determined by an average of total points assigned to each proposer, by all evaluators. The evaluation committee reserves the right to have additional discussions with the Priority Listed Proposers prior to the submission of Best and Final offer. If a Best and Final offer

is requested but not submitted by the designated date, the previous submittal will be construed as the Best and Final Offer.

The Department reserves the right to make an award based only upon proposals as submitted or may require submittal of additional information, or oral presentation, or both.

The Department may conduct discussions with priority listed proposers to facilitate arriving at an agreement that will provide the best value to the County, taking into consideration the evaluation factors set forth in this RFP. Discussion shall be coordinated by the Department and all information regarding date, place, purpose, and attendance shall be recorded. Priority Listed Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals. The Department also reserves the right to discuss with one or more proposers and request best and final offers provided that no proposer's proposal or information regarding its negotiation with the Department shall be public information or shared with any other proposer until after an award is made. Upon award, the existing contract file, including but not limited to, a copy of all successful and unsuccessful proposers' proposals shall be made available for public inspection.

Proposers are reminded to designate in writing portions of their proposal they deem trade secret or proprietary data to be confidential. The Department further reserves the right to use any ideas presented in any proposal or as a result of any negotiation, unless marked "PROPRIETARY" whether from a successful or rejected proposal.

#### 4.6 Recommendation for Contract Award.

The evaluation committee shall prepare a report summarizing proposal evaluation rankings and provide recommendation for award of contract. The award shall be made to the proposers submitting the best proposals as determined by the evaluation committee. The award recommendation shall be based on the proposal deemed to best further the Department's Goal and Program Objectives outlined in Section 2, and not necessarily on lowest cost.

#### 4.7 Rejection of Proposals.

The County reserves the right to accept or reject any or all proposals and to waive any defects in said RFP if deemed to be in the best interest of the County.

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## 5. AWARD OF CONTRACT.

### 5.1 Award Notification.

The proposer, upon being selected for grant funding, will be notified of award by the Department. Said notice shall not be construed to be authorization to proceed with the performance of any program. Any services performed by the Proposer prior to execution of the grant contract shall be at the proposer's own risk.

### 5.2 Execution of Contract.

A contract document shall be executed by the Department and the selected proposer. This document will serve as the official and legal contractual instrument between both parties. This document ("Contract") will incorporate (by attachments or reference) the terms of this RFP, with any and all addendums; and the proposer's Best and Final Offer or proposal; all of which becomes part of the Contract. Upon receipt of the Letter of Award and contract documents, the proposer shall have ten (10) business days to execute and return the contract documents to the Department. The award of contract may be withdrawn by the Department if any successful proposer is unable to meet contract execution requirements. This Contract shall not be binding or of any force until said Contract has been fully and properly signed by all of the parties thereto. Routing of the Contract within the County may take up to six weeks. A complete set of the fully executed Contract will be sent to the proposer. A copy of the Contract provisions is attached hereto for reference as Exhibit B.

### 5.3 Indemnification.

If selected, the proposer shall perform the contract as an independent contractor and shall indemnify and save the County and its officers and employees harmless from any and all deaths, injuries, losses and damages to persons or property, and any and all claims, demands, suits, action and liability therefore, caused by error, omissions or negligence in the performance of the Contract by the Contractor or the Contractor's subcontractors, agents and/or employees, until such time as action against the Contractor for death, injuries, losses and damages is barred by the provisions of Chapter 657, HRS, as amended, relating to limitations of action.

### 5.4 Reporting Requirement.

If selected, the proposer shall be required to provide one or more reports, including a final report of the funded project to the Department. Department funding must be acknowledged in this report and in all other publications based on the project results. Interim reports may also be required per the contractual agreement. All project reports and results are considered public property and cannot be patented, copyrighted, or restricted in any manner unless specifically agreed to by both parties.

## 5.5 Code of Ethics.

The provisions of Hawai'i County Code ("HCC") §2-83(c) (<https://www.hawaiicounty.gov/our-county/legislative/office-of-the-county-clerk/county-code>) must be complied with before an award may be made. Requisite disclosures shall be made to the Department, if relevant. The execution of the Contract assumes that the awarded proposer has made any requisite disclosures to the Department and will abide by all provisions of the Hawai'i County Code of Ethics.

## 5.6 Disclosure Required.

Each proposer shall submit a disclosure form along with its proposal that lists any board member, member, officer, director, or administrator that may have a conflict of interest or potential conflict of interest, including any familial relationship with any of the following.

- A. Member or members of the Council;
- B. Staff appointed by a member of the Council;
- C. The Mayor;
- D. The Managing Director;
- E. The Director or Deputy Director of Finance; or
- F. The director or any staff of the Department of Research and Development;
- G. The Corporation Counsel, the Assistant Corporation Counsel, or any Deputy Corporation Counsel.

EXHIBIT A PROJECT ABSTRACT

Project Title: \_\_\_\_\_

1. Brief description of the proposed project that identifies the proposed innovation, a summary of equitable and economic benefits, and any mitigation plans to address COVID-19 safety precautions.  
-
  
2. Overall timetable of the proposed project.  
-
  
  
3. Budget summary that differentiates Innovation grant and other funds.

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## EXHIBIT A PROJECT NARRATIVE

### 1. Project Activities and Outcomes

- a. Describe all planned project activities, the project timeline, and the locations and facilities used.
- b. Explain what is new, different, and innovative about the proposed project compared to past or current projects, including similar projects sponsored by other organizations; and how the proposed project may support economic development and community well-being.
- c. Explain the role and qualifications of project personnel.
- d. Explain what the proposed activities will produce or accomplish. Describe the specific measure that will be used to evaluate project success. Measures should be specific, results-oriented, and achievable.
- e. Describe plans for the proposed project beyond the County contract period.
- f. Explain how the expected project outcomes help to achieve the Department's goal and program area objectives.
- g. Briefly explain mitigation plans to address COVID-19 work constraints, social distancing, and other relevant restrictions required to deliver the project.

### 2. Organization Qualifications

- a. Briefly describe the applicant's history, mission, goals, target population served, past accomplishments, and community partners or examples of past partnerships.
- b. Explain the applicant's experience or expertise in performing work similar to the proposed project.
- c. Explain the duration and strength of project partnerships.
- d. Describe the fiscal and administrative controls in place to properly manage County funds.

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## EXHIBIT A APPLICATION FORM

Applicant Information. Please complete each field below.

Project Title \_\_\_\_\_

Organization Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Program Area Selection – please select either Small or Large Grant.

**Small Grant Program – \$5,000.00 to \$25,000.00**

- Agriculture and Food Systems                       Tourism

**Large Grant Program – \$50,000.00 to \$100,000.00**

- Agriculture and Food Systems.                       Energy.
- Community Well-Being                                       Sustainable Development.
- Creative Industries.     Tourism
- Business & Industry Development.

<b>Funding Summary</b>	<b>Amount</b>
R&D funds requested	\$
Funds from other sources	\$
In-kind Contribution Value	\$
Total Project Cost	\$

### Acknowledgement

I, the undersigned, hereby certify that the information provided in this Department of Research and Development Request for Proposals has been reviewed in its entirety and the affixed signature accepts responsibility on behalf of said organization to inform its members of the content herein. All terms and conditions of this Department of Research and Development Request for Proposals shall be a part of any contract entered into as a result of this proposal.

Signature \_\_\_\_\_

Name (type or print) \_\_\_\_\_

Title \_\_\_\_\_

Date Signed \_\_\_\_\_

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## EXHIBIT A INCOME SOURCE FORM

Project Title \_\_\_\_\_  
 Contract No. \_\_\_\_\_  
 (final Report) \_\_\_\_\_

CASH	Anticipated	Committed	Total Proposed	Total Actual (Final Report)
R&D Award				
Applicant organization				
Other Funding Sources (list):				
<b>Total Cash Income</b>				
<b>IN-KIND CONTRIBUTION</b> List type of contribution and source of in-kind income	<b>Anticipated Value</b>	<b>Committed Value</b>	<b>Total Proposed Value</b>	<b>Total Actual Value (Final Report)</b>
<b>Total In-kind Income Value</b>				
<b>TOTAL PROJECT INCOME</b>				

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## EXHIBIT A PROJECT SUMMARY BUDGET FORM

### (A) GRANT PROPOSAL

**PROJECT TITLE:** \_\_\_\_\_

Summary expense line items should be fully described in the Budget Narrative Form.

PROJECT EXPENSES	PROPOSED EXPENSES		
Expense Description	R&D Request	Match	Total Expenses
A. Salaries			
B. Fringe Benefits			
C. Travel			
D. Equipment			
E. Supplies			
F. Contracts			
G. Other			
<b>SUBTOTAL</b>			
Admin Expense*			
<b>TOTAL EXPENSE</b>			

\*Administrative expenses funded by R&D are limited to 10% of the subtotal of R&D funded project expenses.

### (B) FINAL FINANCIAL REPORT

**CONTRACT NO.** \_\_\_\_\_

PROJECT EXPENSES	FINAL EXPENSES		
Expense Description**	R&D Request	Match	Total Expenses***
A. Salaries			
B. Fringe Benefits			
C. Travel			
D. Equipment			
E. Supplies			
F. Contracts			
G. Other			
<b>SUBTOTAL</b>			
Admin Expense			
<b>TOTAL EXPENSE</b>			

\*\*There should be no change in expense line items unless prior written approval for a budget modification has been provided by R&D.

\*\*\*An explanation is required in the final narrative project report for any line item that exceeds 15% of the amount originally proposed and budgeted for that expense.

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## EXHIBIT A BUDGET NARRATIVE FORM

Please provide as much detail about each budget line item as possible. Totals should match the Project Budget Form summary line items. Expense items should also be described in your project timeline and project activities narrative.

### A. SALARIES

Position/Title	Annual Salary	% of Annual Hours for Project	Amount from R&D Award	Amount from Matching Funds	Total Salary Cost
<b>Total Salary Costs</b>					

Please provide a brief narrative justification for each position.

### B. FRINGE BENEFITS

Position/Title	Basis for fringe benefits calculation	Amount from R&D Award	Amount from Matching Funds	Total Salary Cost
<b>Total Fringe Benefits</b>				

### C. TRAVEL

Travel Description	Basis for travel expense calculation	Amount from R&D Award	Amount from Matching Funds	Total Travel Cost
<b>Total Travel Expenses</b>				

Please provide a brief narrative justification for each travel expense.

**D. EQUIPMENT**

Equipment Description	Basis for equipment expense calculation	Amount from R&D Award	Amount from Matching Funds	Total Equipment Cost
<b>Total Equipment Expenses</b>				

Please provide a brief narrative justification for each equipment expense.

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**E. SUPPLIES**

Supplies Description	Basis for supplies expense calculation	Amount from R&D Award	Amount from Matching Funds	Total Supplies Cost
<b>Total Supplies Expenses</b>				

Please provide a brief narrative justification for each supplies expense.

--

**F. CONTRACTS**

Contract Description	Basis for contract expense calculation	Amount from R&D Award	Amount from Matching Funds	Total Contract Cost
<b>Total Contract Expenses</b>				

Please provide a brief narrative justification for each contract expense.

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**G. OTHER**

Other Description	Basis for other expense calculation	Amount from R&D Award	Amount from Matching Funds	Total Other Cost
<b>Total Contract Expenses</b>				

Please provide a brief narrative justification for each other expense.

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## EXHIBIT A ORGANIZATION INFORMATION FORM

Project Title \_\_\_\_\_

Please provide the following organizational information in the space provided.

\_\_\_\_\_  
Organization name as listed on all organizational documents.

\_\_\_\_\_  
Complete name(s) and title(s) of the person(s) authorized to execute agreements on behalf of the applicant as described in by-laws and/or corporate resolution.

\_\_\_\_\_  
Organization physical address.

\_\_\_\_\_  
Organization mailing address.

\_\_\_\_\_  
Organization telephone number and fax number (if available)

\_\_\_\_\_  
Organization website and email addresses (if available)

\_\_\_\_\_  
Federal Tax ID Number and Hawai'i General Excise Tax Number.

According to organizational documents, this organization:

Requires a corporate seal.       Does not require a corporate seal.

**Attach one set of the following required organizational documents.**

1. Current Charter or Articles of Incorporation.
2. Current By-Laws.
3. Current Corporate Resolution, if required per by-laws.
4. A current Board of Directors list including names, titles, addresses, occupations, and terms of office for all officers and members of the Board of Directors.
5. A list of persons who will execute the project and manage the funded activities. Include descriptions of their education, work experience and qualifications. Current *curriculum vitae* may be used to provide descriptions of education, work experience and qualifications.
6. Copy of IRS verification of tax-exempt status, if applicable.
7. Current Financial Statements – signed and dated.
8. Current Certificate of Compliance from the State's Hawai'i Compliance Express program, government entities excluded.

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EXHIBIT A CONFLICT OF INTEREST DISCLOSURE FORM

Please disclose any conflicts or potential conflicts of interest that any board member, officer, director, or administrator of the organization may have with the County of Hawai'i. Only those listed below need to be disclosed. One form per conflict is needed. Please duplicate as needed to fully disclose. All disclosure forms must be signed, regardless of whether a conflict exists.

Conflict of interest is defined as: a substantial probability that action taken by an individual will result in measurable direct benefits accruing to the individual as opposed to benefits accruing in general to an industry.

Project Title \_\_\_\_\_  
Organization Name \_\_\_\_\_  
Individual's Name \_\_\_\_\_  
Individual's Position \_\_\_\_\_

May have a conflict or potential conflict of interest, including any familial relationship, with any of the following (check all that apply):

Please briefly specify any and all mitigation measures to avoid, in fact or appearance, and conflicts or potential conflicts of interest below:

- No conflicts exist. (No further information required. Please sign form at bottom.)
- Member or members of the County Council.
- Staff appointed by a member of the County Council.
- The Mayor.
- The Managing Director.
- The Director or Deputy Director of Finance.
- The Director or any staff of the Department of Research and Development.
- The Corporation Counsel, the Assistant Corporation Counsel, or any Deputy Corporation Counsel.

Please briefly specify any and all mitigation measures to avoid, in fact or appearance, and conflicts or potential conflicts of interest below:

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

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## FY 2022-2023 INNOVATION GRANT PROGRAM

### DEPARTMENT OF RESEARCH AND DEVELOPMENT

#### EXHIBIT B CONTRACT PROVISIONS

1. **PAYMENT.** Payment shall be made available to the Contractor upon execution of the contract, and upon receipt of proper invoicing, proof of Contractor's appropriate tax clearances, written reports and other information required from the contractor under the contract. All such information shall be mailed or delivered to the Department of Research and Development, 25 Aupuni Street, Room 1301, Hilo, Hawai'i, 96720. Final payment shall be made available to the Contractor upon the County's receipt and approval of the contractor's final written report in accordance with the requirements described in Notice of Availability of Innovation Grants for Fiscal Year 2022-2023, and the County's issuance of a notice of final approval and acceptance advising the Contractor of the satisfactory fulfillment of the terms of the contract and compliance with ACT 190, HRS section 103D-310(c), as amended.
2. **FUNDING.** Funding shall be expended in accordance with the proposal's project budget, unless modified to and agreed to in writing by the Department.
3. **PURCHASE OF ALCOHOL PROHIBITED.** Any funds contributed by the County shall not be used for the purchase of alcohol for consumption. No exceptions apply.
4. **PROGRESS PAYMENTS.** The Contractor's compensation shall be paid in periodic progress payments only if specifically called for by a schedule in the contract.
5. **TAX CLEARANCE AND VENDOR COMPLIANCE.** Responsibility of Proposers in §3-122-112, Hawai'i Administrative Rules. Effective July 1, 2011, the Governor of Hawai'i signed Act 190 into law, which requires compliance documentation for awards of \$2,500.00 or more:

All vendors doing business with the State or County are required to comply with the applicable statutes, administrative rules and procedures. All vendors must verify compliance throughout the term of the contract including through final payment. Acceptable verification is through Hawai'i Compliance Express (HCE). Vendors wishing to do business with the State or County must register in HCE and be in compliance.

HCE is a one-stop online program where vendors verify and manage their compliance. Once a vendor is registered, HCE provides the following proof of compliance/compliance documentation:

- Certificate of Good Standing from the Department of Commerce and Consumer Affairs Business Registration Division.
- Tax Clearances (federal and state) from the Department of Taxation.

- Compliance with HRS Chapters 383 Hawai'i Employment Security Law (Unemployment Insurance), 386 Worker's Compensation Law, 392 Temporary Disability Insurance and 393 Prepaid Healthcare Act, from the Department of Labor and Industrial Relations.

There is a nominal fee to subscribe to HCE. Please note that it may take two or more weeks to establish a vendor account in HCE. For more information and to register, see <http://vendors.ehawaii.gov>.

6. TERM. The term of the contract shall commence as of the effective date of the contract and continue to and including the date specified in the contract, unless the contract is terminated sooner as provided in the contract. Notwithstanding the foregoing, the term of the contract may be extended by written, mutual agreement of the parties.
7. REPRESENTATIONS AND WARRANTIES. The Contractor represents and warrants it is compliant with the following conditions throughout the duration of this contract:
  - a. Contractor employs and appoints persons on the basis of merit and ability.
  - b. Contractor agrees not to use any public funds for purposes of entertainment or prerequisites not previously approved by the COUNTY.
  - c. Contractor shall comply with such other requirements as the Director may prescribe to ensure adherence by the Contractor with Federal, State, and County laws, and established standards for fiscal and program management.
  - d. At no cost to the County, and for the sole purpose of the County's evaluation of the Program, if applicable, the Contractor shall make available one (1) registration, ticket, or other license to the County for the program, conference, or other activity upon County's request.
8. RECORDS. The Contractor shall follow all generally accepted accounting procedures and practices and shall maintain books, records, documents, and other evidence which sufficiently and properly account for the expenditure of County funds. The books, records and documents shall be subject at all reasonable times to inspection, reviews, or audits by the Department. The Department, The County Director of Finance, or County Council may request periodic written reports on the use of County funds.
9. REPORTS. The Contractor shall prepare and submit to the Department written reports as specified in the contract using the standardized Progress and Final Report forms as provided in the Notice of Availability of Innovation Grants for Fiscal Year 2022-2023. The Final Report shall be submitted no later than sixty (60) days after termination of the contract. In addition to any other remedy provided by law, if the Contractor fails to submit the final written report within sixty (60) days of its due date, the County may require the nonprofit to return all grant funds awarded and deem the Contractor

ineligible to receive future grant awards for at least the following fiscal year, and for all subsequent fiscal years until such time as that written report is submitted to, and accepted by, the Department. Should the final written report be deemed by the County to contain insufficient information, the Contractor shall be notified of the deficiencies and shall provide the additional information within thirty (30) calendar days of notice or the Contractor will be deemed to be in violation of this section.

10. PROGRAM APPROVAL. All programs funded by the County under the contract shall be subject to, and receive approval of, the County prior to any payment to the Contractor. Any changes or deviations to any program must be submitted in writing for the review and approval of the Department. The Department's approval shall be in writing.
11. PRINT AND BROADCAST MEDIA. The Contractor shall acknowledge the County of Hawai'i Department of Research and Development as a contributor of funds in all printed, broadcast, and other advertisement and educational material and documents relating to the Contractor's program.
12. MODIFICATIONS OF CONTRACT. The County may at any time make such modifications in the contract, which shall be made by a written supplemental agreement. Modifications involving no reduction or increase in compensation may be made by written order of the Director of the Department of Research and Development. All modifications requested by the Contractor shall be in writing.
13. DELAY IN PERFORMANCE OF CONTRACT. If any delay in the performance under the contract occurs as a result of unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not limited to: acts of God, acts of the public enemy, acts of the County with respect to the contract, acts of another contractor in the performance of a contract with the County, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers, then the Contractor may be granted an extension of the time for performance corresponding to the delay. No extension of time however, may be granted unless a written application therefore stating in detail the cause or causes of delay is filed by the Contractor with the Director within ten (10) calendar days after the commencement of the delay. No extension of time shall be deemed a waiver of the right of the County to require the completion of the services under the contract within the time required herein as so extended by the specific terms of such extension, nor a waiver of right to terminate the contract for any other or additional delay not covered by the specific terms of such extension.
14. ABANDONMENT OF THE PROGRAM. Death or Disability of Contractor. In the event the County terminates the contract because it wishes to abandon, defer, restudy or revise

the program, or in the event the Contractor, in the case of an individual, dies or becomes physically or mentally disabled, the contractor or the contractor's estate shall be compensated in the same proportion of the compensation under the contract as the services performed bear to the services to be performed under the contract.

15. RIGHT OF THE COUNTY TO TERMINATE. The County shall have the right to suspend performance under the contract or terminate the contract in whole or in part at any time by written notice to the Contractor. If the termination is for reasons other than default of the Contractor, the Contractor shall be compensated in the same proportion of the compensation under the contract as the services performed bear to the services to be performed under the contract.
16. TERMINATION DUE TO CONTRACTOR'S DEFAULT. The County shall have the right to terminate the contract, if the Contractor:
  - a. Fails to begin work under the contract at the required times; or
  - b. Unnecessarily delays the performance of the Contract or any part thereof; or
  - c. Fails to perform the contract in accordance with specified times; or
  - d. Fails to perform the contract in accordance with directions from the Director; or
  - e. Discontinues performance of the contract; or
  - f. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency; or
  - g. Fails to pay for all labor, tools, material and/or equipment; or
  - h. Violates or fails to comply with any of the terms, covenants and conditions of the contract.
17. AUTHORITY TO WITHHOLD MONEY DUE OR PAYABLE. The County may withhold such amounts from the money due or to become payable under the contract to the Contractor as may be necessary to protect the County against liability or to satisfy the obligations of the Contractor to the County.
18. RETURN OF GRANT BALANCE. In the event the Contractor is unwilling or unable to provide the service(s) for which the grant funds were appropriated, the Director may direct the return of the full grant amount or the balance of the unexpended funds. Upon completion of the Program, the Contractor shall return the balance of the unexpended funds.
19. INDEMNITY. The Contractor shall perform the contract as an independent contractor and shall indemnify and save the County and its officers and employees harmless from any and all deaths, injuries, losses and damages to persons or property, and any and all claims, demands, suits, action and liability therefore, caused by error, omissions or negligence in the performance of the contract by the Contractor or the Contractor's subcontractors, agents and/or employees, until such time as action against the

Contractor for death, injuries, losses and damages is barred by the provisions of Chapter 657, HRS, as amended, relating to limitations of action.

20. **AUTHORITY OF THE DIRECTOR.** The Director shall decide any question or dispute concerning any provision of the contract, which may arise during its performance. The Director's decision shall be final and binding upon all parties unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence, provided that nothing herein shall be construed as making final and binding any decision of the Director on a question of law. Pending final decision of any dispute or question, the Contractor shall proceed diligently with the performance under the contract in accordance with the decision of the Director.
21. **LAWS AND REGULATIONS.** The contractor shall be responsible for being fully informed of all state and federal laws, ordinances, codes, rules and regulations, which in any manner may affect the contract and the performance thereof, including but not limited to:
  - a. All sections of the Hawai'i County Charter and Hawai'i County Code;
  - b. Chapter 103, Hawai'i Revised Statutes, as amended, relating to expenditure of public money;
  - c. Chapter 378, Hawai'i Revised Statutes, as amended, relating to fair employment practices;
  - d. Chapter 489, Hawai'i Revised Statutes, as amended, relating to discrimination in public accommodations;
  - e. Chapter 396, Hawai'i Revised Statutes, as amended, relating to occupational safety and health; and
  - f. Chapter 386, Hawai'i Revised Statutes, as amended, relating to workers' compensation law.

The Contractor shall comply with all such present county, state, and federal laws, ordinances, codes, rules and regulations, and all amendments thereto. If any discrepancy or inconsistency is discovered between the contract and any such law, ordinance, code, rule or regulation, the Contractor shall forthwith report the same in writing to the Director.

22. **NONDISCRIMINATION CLAUSE.** Pursuant to Executive Order No. 142, County of Hawai'i, dated February 11, 2005, and amended on February 8, 2012, during the performance of this contract, the contractor agrees as follows:
  - a. The Contractor shall comply with all requirements set forth in federal and state laws and regulations relative to Title VI of the Civil Rights Act of 1964, as amended, which provide for nondiscrimination in federally assisted programs.

- b. The Contractor shall comply with applicable Federal and State laws prohibiting discrimination against any person on the basis of race, color, national origin, religion, creed, sex, age, or handicap.
- c. The Contractor shall not discriminate against any employee or applicant for employment because of sex, pregnancy, race, ancestry, national origin, religion, color, disability, age, handicap, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law. The Contractor shall assure that applicants are employed and that employees are treated fairly during employment without regard to race, ancestry, national origin, religion, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship or any other classification protected by state or federal law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. The Contractor agrees to post in conspicuous places notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause. The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to sex, pregnancy, race, ancestry, national origin, religion, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law.
- d. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled or suspended in whole or in part and the Contractor may be declared ineligible for further county contracts until such time that the Contractor by satisfactory evidence, in good faith, ceases such discriminatory practices or procedures.
- e. The contractor who subcontracts any portion of the contract shall assure the County that such subcontractor shall abide by the nondiscrimination provisions stated herein and agrees that any subcontractor who is found in violation of such provisions shall subject the principal contractor's contract with the County to be terminated or suspended pursuant to Section 16-d above.
- f. The County may direct any bidder, prospective contractor, or subcontractor to submit a statement in writing signed by an authorized officer, agent, or employee of the contracting party that the signer's practices and policies do not discriminate on the ground of sex, pregnancy, race, ancestry, national origin, religion, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law, and that the terms and conditions of employment under the

proposed contract shall be in accordance with the purposes and provisions stated herein.

The contractor shall comply with all such present county, state and federal laws, ordinances, codes, rules and regulations, and all amendments thereto. If any discrepancy or inconsistency is discovered between the contract and any such laws, ordinance, code, rule or regulation, the Contractor shall forthwith report the same in writing to the Director.

23. REMEDIES NOT EXCLUSIVE. The express provision in the contract of certain measures which may be exercised by the County for its protection shall not be construed to preclude the County from exercising any other or further legal or equitable right to protect its interests.
24. PROTESTS AND FORUM SELECTION. Any protest regarding procurement law or procedure shall strictly follow the procedures pursuant to HRS, Chapter 103D, and its implementing administrative rules. No action or proceeding involving the contract shall be commenced by either party except in the Circuit or District Courts of the Third Circuit, County of Hawai'i, State of Hawai'i; nor shall any action commenced in such court be removed or transferred to any other state or federal court.
25. CONTRACTOR'S FAILURE TO COMPLY WITH ALL REQUIREMENTS OF SOLICITATION AND CONTRACTUAL CONDITIONS. The Contractor's failure to comply with any and all of the conditions of the contract and the Solicitation for Proposals, referenced in the contract and made a part thereof, may result in the denial or rejection of future funding to the Contractor from the County.
26. CONSTRUCTION OF CONTRACT. The masculine shall be deemed to embrace and include the feminine and the singular shall be deemed to embrace and include the plural whenever required in the context of the contract.
27. NON-DEBARMENT REQUIREMENTS. The Contractor certifies, and, if the County, State of Hawai'i or the United States Federal government requires, shall further certify that they were not debarred by the State of Hawai'i or the United States Federal government at the time of submitting a proposal, and hereby certifies and will further certify that the Contractor shall immediately notify the County should their debarment status change anytime during the agreement period.
28. CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS PROHIBITED. Contractor agrees to comply with HRS Chapter 11-355, 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 the

legislative body between the execution of the contract through the completion of the contract.

29. CODE OF ETHICS. Contractor has complied with HCC §2-83(c), if applicable. Contractor understands and agrees that this contract shall be void if an officer or employee fails to comply with the disclosure requirements set forth in §2-83(c), or if the Board of Ethics finds there is a conflict of interest, or any preferential treatment involved.