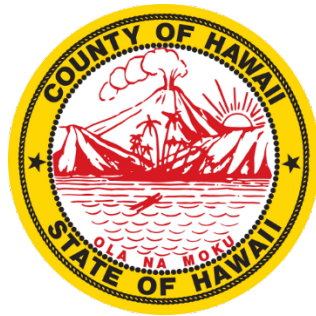


County of Hawai'i
Department of Research and Development



REQUEST FOR PROPOSALS

RFP No. 24AG-01 Amendment No. 1

Amendment No. 1 Posted December 10, 2024

IMPACT GRANTS
AGRICULTURE AND FOOD SYSTEMS PROGRAM

For Fiscal Year 2024-2025
(July 1, 2024 – June 30, 2025)

DEADLINE TO APPLY

Wednesday, February 5, 2025
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 95721

Telephone: (808) 961-8366

Fax: (808) 935-1205

Email: chresdev@hawaiicounty.gov

www.hawaiicounty.gov/impact

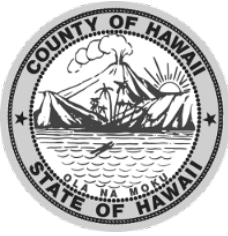
November 22, 2024

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

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REQUEST FOR PROPOSALS – AMENDMENT NO. 1 – DECEMBER 10, 2024

County of Hawai'i Department of Research and Development
Notice of Request for Proposals: Impact Grants for Fiscal Year 2024-2025



Agriculture and Food Systems Program - RFP No. 24AG-01 Amendment No. 1
Business and Industry Development Program - RFP No. 24BI-02 Amendment No. 1
Community Well-Being Program - RFP No. 24CW-03 Amendment No. 1
Energy Program - RFP No. 24EN-04 Amendment No. 1
Film and Creative Industries Program - RFP No. 24FM-05 Amendment No. 1
Regenerative Tourism Program - RFP No. 24RT-06 Amendment No. 1

Proposals for the Department of Research and Development Impact Grants for Fiscal Year 2024-2025, must be received on or before 4:30 p.m. Hawai'i-Aleutian Standard Time, Wednesday, February 5, 2025, via the Department of Research and Development's online Grant Portal posted on its webpage www.hawaiicounty.gov/impact. Proposals will only be accepted online.

Pursuant to Chapter 103D, Hawai'i Revised Statutes ("HRS"), The Hawai'i County ("County") Department of Research and Development ("Department") is requesting proposals for Impact Grant awards for the 2024-2025 fiscal year. The intent of the grant program is to support research, programs, or projects that positively impact the areas of agriculture and food systems, business and industry development, community well-being, energy, film and creative industries, and regenerative tourism, within Hawai'i Island communities.

Proposal specifications and special provisions can be obtained at the Department's Impact Grant webpage at www.hawaiicounty.gov/impact or by calling (808) 961-8366. An informational webinar will take place on Wednesday, November 27, 2024, at 2:00 p.m. Registration is not required. A link to the webinar will be posted on the Impact Grant Webpage at www.hawaiicounty.gov/impact.

The deadline for submitting written questions is Friday, January 17, 2025. 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 2024-2025. Notification of the Department's approval and recommendation for funding will be made by Friday, March 14, 2025.

Benson Medina
Director, Department of Research and Development

Hawai'i Tribune-Herald
West Hawai'i Today
Publication Date: November 22, 2024, and November 24, 2024

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CONTENTS

1	Administration	1
1.1	Eligible Projects or Activities.....	1
1.2	Award Amount.....	1
1.3	Eligible Entities.....	1
1.4	Specifications.	2
1.5	Timetable.....	2
1.6	Contact for information.....	2
1.7	Submission of Questions.....	2
1.8	Amendment, Addenda, or Bulletins	3
1.9	Withdrawal of Proposals.....	3
1.10	Cancellation of RFP.	3
1.11	Contract Period.....	3
2	Department Goal and Program Objectives.....	5
2.1	Department Goal	5
2.2	Agriculture and Food Systems Program Objectives	5
3	Proposals	7
3.1	Proposal Preparation.....	7
3.2	Multiple Submissions	7
3.3	Disqualification of Proposals.....	7
3.4	Public inspection	7
3.5	Proposal Specifications	8
3.5.1	Matching Funds Requirements.....	8
3.5.2	Proposal Format and Required Forms.....	8
3.5.3	Project Abstract and Narrative Guidelines.....	9
3.6	Budget Guidance.	11
3.6.1	Budget Categories	11
3.6.2	Administration Costs	11
3.6.3	Eligible Expenses:.....	11
4	Evaluation Process.....	13
4.1	Evaluation Committee.	13
4.2	Evaluation Phases.	13
4.3	Phase 1: Screening.	13

4.4	Phase 2: Initial Proposal Evaluation.....	13
4.4.1	Evaluation Categories and Value.....	14
4.5	Phase 3: Priority Listed Proposer Evaluation.....	15
4.6	Recommendation for Contract Award.....	16
4.7	Rejection of Proposals.	16
5	Award of Contract	17
5.1	Award Notification	17
5.2	Execution of Contracts.....	17
5.3	Indemnification	17
5.4	Reporting Requirements	17
5.5	Code of Ethics	18
5.6	Disclosure Required	18
6	Contract Provisions.....	19
EXHIBIT 1 County of Hawai'i Department of Finance General Terms and Conditions for Goods and Services, May 10, 2023		27

1 ADMINISTRATION

The Department is requesting proposals from qualified non-profit organizations, research and educational organizations, and governmental agencies for its annual Impact Grants for Fiscal Year 2024-2025.

1.1 ELIGIBLE PROJECTS OR ACTIVITIES.

Eligible proposals include research, programs, or projects that advance measurable, positive impacts in Hawaii Island's Agriculture and Food Systems Sectors. More specifically, proposals should advance the Department's Goals and Program Objectives listed in Section 2. below.

1.2 AWARD AMOUNT.

A total of \$70,000.00 is available to award grants in the range of \$3,000.00 to \$25,000.00 under RFP No. 24AG-01 Amendment No. 1.

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 SPECIFICATIONS.

Instructions, terms and conditions may be obtained from the Department on its Impact Grant Program webpage at www.impact.hawaiicounty.gov or by requesting the information via email at chresdev@hawaiicounty.gov.

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 grant portal and on the Department’s webpage at www.impact.hawaiicounty.gov, of any changes to the timetable.

ACTIVITY	SCHEDULED DATE
RFP Issued	Friday, November 22, 2024
Informational webinar – 2:00 to 3:00 p.m.	Wednesday, November 27, 2024,
Closing date for receipt of questions/comments	Friday, January 17, 2025
Department’s response to proposers’ questions	Friday, January 24, 2025
Proposal due date	Wednesday, February 5, 2025
Selection/Award notifications	Friday, March 14, 2025
Grant agreement execution period	March 14 – June 14, 2025
Tentative agreement commencement date	March 14, 2025

1.6 CONTACT FOR INFORMATION.

If the proposer requires additional information, requests for addition 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: cohresdev@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 on or before Friday, January 24, 2025, 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 decision 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 on or before Friday, Friday, January 17, 2025. 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 Friday, January 17, 2025, 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.impact.hawaiicounty.gov, for any addendum necessitated by a modification of the RFP prior to the Wednesday, Wednesday, February 5, 2025, deadline. The Department will not contact individual proposers to alert them of the posting of any addenda. An 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 Wednesday, February 5, 2025, 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 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. The contract period may be extended at the sole discretion of the Director of the Department.

2 DEPARTMENT GOAL AND PROGRAM OBJECTIVES

2.1 DEPARTMENT GOAL

The Department's goal is to support a high quality of life for Hawai'i Island residents by supporting projects that help to balance Hawai'i Island's economic, social, and environmental well-being. 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 facilitating measurable, positive impact within Hawai'i Island communities.

2.2 AGRICULTURE AND FOOD SYSTEMS PROGRAM OBJECTIVES

Eligible proposals for Impact Grant Awards under the Agriculture and Food Systems Program RFP No. 24AG-01 Amendment No. 1 may address the following program objectives:

- Increase consumption of local agriculture and value-added products by expanding marketing and education at the local, national, or international levels.
- Support research, development, control, and education that improves agricultural production, quality, resilience, and producer viability or reduces the impact of pests or diseases on agricultural crops, livestock, forests, or the community.
- Support collaboration, innovation, resource development, and programmatic sustainability throughout the food system to reduce food waste, improve producer viability and resilience, create workforce development pathways, or increase access to locally produced food among low-income residents.
- Support farm-to-school, place-based, agriculture, and garden-based education programs that promote environmental stewardship and improve educational and health outcomes.

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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, indirect costs, or costs associated 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 posted on the Department’s website at www.impact.hawaiicounty.gov.

3.1 PROPOSAL PREPARATION

The proposer shall prepare a written proposal in accordance with requirements of this Section and upload to the Department’s grant portal. 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 MULTIPLE SUBMISSIONS

A proposer may submit more than one proposal provided the proposals are for different projects. Duplicate project proposals submitted to multiple program areas will be disqualified and will not be considered for funding.

3.3 DISQUALIFICATION OF PROPOSALS

The Department reserves the right to consider as acceptable only those proposals submitted in accordance sent 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.

3.4 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 by all proposers becomes the property of the County. If any material is returned, it will be returned solely by the option of the Department.

Proposal information that is considered by the proposer to be proprietary shall be identified by the proposer as such. 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.

3.5 PROPOSAL SPECIFICATIONS

3.5.1 Matching Funds Requirements.

There is a 1-to-1 matching funds requirement. For every dollar of County funds awarded, the grantee must provide a dollar in matching resources. Matching funds may be in the form of cash or in-kind contributions of goods and services, or a combination of cash and in-kind contributions.

The proposer must identify the organization or organizations providing matching resources, 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 cleared check, receipts of deposit, bank statements, 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.

3.5.2 Proposal Format and Required Forms

A complete proposal includes the following:

- All application fields and certifications in the online grant application portal.
- Complete budget information and narrative in the online grant application portal.
- Completed Activities and Outcomes form in the online grant application portal.

- Completed Abstract and Project Narrative in the online grant application portal. Each section has a maximum number of allowed characters (letters, numbers, symbols, and spaces), see section 3.4.3 Project Abstract and Narrative Guidelines below.
- Required organizational documents uploaded:
 - Conflict of Interest Disclosure Form(s)
 - Current Charter or Articles of Incorporation.
 - Current By-Laws.
 - Current Corporate Resolution, if required per By-Laws.
 - Current Board of Directors list, including names, titles, addresses occupations, and terms of office for all officers and members of the Board of Directors.
 - Copy of IRS verification of tax-exempt status, if applicable.
 - Current Financial Statements – signed and dated.
 - 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.

3.5.3 Project Abstract and Narrative Guidelines

3.5.3.1 Project Abstract.

The project abstract will be used in the Department’s public award announcements. On the Grant Portal Project Abstract form and within the maximum character count (including spaces) of 5,110 characters:

- PROJECT SUMMARY. Provide a concise summary of the project, including its primary goal, target beneficiaries, and key activities. *Example: This project aims to (insert primary goal) by (describe the key activities). The target beneficiaries include (describe target beneficiaries).*
- IMPACT STATEMENT. Clearly state the expected economic, social, and environmental impacts, linking them directly to the Department’s Goals and objectives. *Example: The project will (describe expected impacts), directly supporting the Department’s objectives by (link to specific objectives).*
- TIMETABLE OVERVIEW. Offer a high-level overview of the project timeline, highlighting major milestones and deliverables. *Example: The project will span from (start date) to (end date) with key milestones including (list major milestones).*
- FUNDING SUMMARY. Break down the usage of R&D funds and matching resources.

3.5.3.2 Project Narrative.

On the Grant Portal Project Narrative form, in the following order, and within the maximum character count (including spaces) of 25,550 characters:

1. Demonstrated Sector/Community Need:
 - a. Describe the agricultural and/or food systems sector and/or community need that the project is seeking to address. Provide evidence that supports this need. This includes but is not limited to industry data, community feedback, research findings, or needs assessments.
2. Project Impact
 - a. Explain how the proposed project addresses this demonstrated need.
 - b. Explain how the expected project outcomes help to achieve the Department's Goal and its Agriculture and Food Systems Program Objectives.
 - c. Explain how you will measure the success of your project. Describe the tools or methods used to track and report progress. Ensure that the measures are specific, results-oriented, time-bound, and achievable.
3. Project Activities and Outcomes
 - a. Describe all planned project activities, including the activities timeline, locations, and key staff involved. Clearly explain what each activity will accomplish and specify the measures to evaluate success. Ensure these measures are specific, results-oriented, time-bound, and achievable.

Example: Activity 1

 - **Describe the activity:** (example; Facilitate connections between local farmers and new markets through networking events and marketing support.)
 - **Timeline:** Describe when in the project period the activity will take place (example: Quarterly networking events from February to November 2025).
 - **Location.**
 - **Key Staff:** List Key Staff that are involved.
 - **Expected Outcome:** Explain what the activity will accomplish (example: Expansion of Market Access: Facilitate access to new markets for 25 local farmers.)
 - **Measures:** Use measures you will use to determine the Activities' success. (example: Number of new market contracts secured: 25, Increase in farmer revenue, 15%, Number of marketing events attended: 10).
 - b. Explain the role and qualifications of project personnel.
4. Organization Qualifications.
 - a. Briefly describe the applicant's history, mission, goals, target population served, and past accomplishments.
 - b. Explain the applicant's experience in performing work similar to the proposed project.

- c. Briefly describe the applicant's community partners or examples of past partnerships.
- d. Explain the duration and strengths of the partnerships involved in the proposed project.
- e. Describe the applicant's fiscal and administrative controls in place to properly manage County funds.

3.6 BUDGET GUIDANCE.

Project expense estimates must be reasonable, directly related to the proposed project, and clearly described in the budget narrative form of the online grant application.

3.6.1 Budget Categories

3.6.2 Administration Costs

County funding will pay for a maximum of ten percent of the total grant award with a cap of \$2,500.00. This is not an indirect cost. The Administration Costs category covers expenses the grantee incurred related to managing the award.

3.6.3 Eligible Expenses:

The following list includes examples of some common expenses allowed under this RFP:

- Advertising and public relations.
- Electronic media.
- Equipment, purchase or rental.
- Facility rental.
- Postage.
- Printing, posters, signage, brochures, collateral materials.
- Products.
- Salary and wages (at prevailing rates). While salary and wages are eligible uses of grant funds, personal costs should ideally not be the primary use of grant funds. To demonstrate financial sustainability potential, projects shall not rely on County funds for critical ongoing operating expenses.
- Security.
- Shipping.
- Some consultant services.
- Supplies and materials.
- Travel.
- Website development or enhancement.

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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 his or herself from the review of that proposer's submission.

4.2 EVALUATION PHASES.

4.3 PHASE 1: SCREENING.

Application screening of all proposals for eligibility and completeness shall be completed automatically by the grant portal system.

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 Proposer's total score will be determined by the average of total points assigned to the 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 included 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. Demonstrated Sector/Community Need: Maximum 10 points. This section will be evaluated based on:
 - The proposal provides a comprehensive and well-supported description of the sector or community need. Evidence is robust, relevant, and clearly demonstrates the necessity for the project.
 - How well the proposal demonstrates knowledge of the sector/population served.
- B. Project Impact: Maximum 30 points. This section will be evaluated based on:
 - 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.
 - How well the proposed project demonstrates measurable positive impacts in the community during and post award period.
- C. Project Feasibility: Maximum 15 points. This section will be evaluated based on:
 - The extent to which the proposal reflects a coherent and feasible approach and includes a reasonable timeline for completion of all proposed activities.
 - The clarity with which specific roles and responsibilities are defined.
- D. Qualifications and Experience: Maximum 15 points. This section will be evaluated based on:
 - 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.
 - The depth and breadth of experience in performing similar work.
- E. Project Partnerships: Maximum 10 points. This section will be evaluated based on:
 - Duration and strength of partnerships related to the proposed project.
 - The demonstration of partnerships that support the success of the proposed project.
- F. Fiscal Capability and Accountability: Maximum 20 points. This section will be evaluated based on:
 - The reasonableness, accuracy, and thoroughness of the proposed budget. This includes the appropriate allocation of funds based on planned activities.
 - Budget narrative is easy to follow and demonstrates justification.
 - Level and probability of non-County funds committed to the project.

- Applicant’s knowledge and implementation of appropriate fiscal controls and policies.

4.5 PHASE 3: PRIORITY LISTED PROPOSER 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 selected without such discussions. Selected proposers 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 submission.

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 on 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.

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 CONTRACTS

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 posted online at www.impact.hawaiicounty.gov.

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, actions 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 REQUIREMENTS

If selected, the proposer shall be required to provide one or more reports, including a final report of the funded project to the Department through the Online Grant Portal. 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) 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:

- Member or members of the Council.
- Staff appointed by a member of the 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.

6 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 Notices of Availability of Impact Grants for Fiscal Year 2024-2025, 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 perquisites 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.

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**EXHIBIT 1 COUNTY OF HAWAI‘I DEPARTMENT OF FINANCE GENERAL
TERMS AND CONDITIONS FOR GOODS AND SERVICES, MAY 10, 2023**
