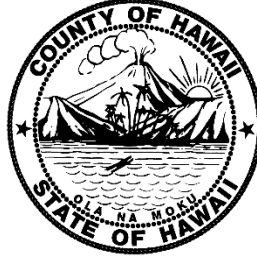


County of Hawai'i
Department of Research and Development



Request for Proposals
Innovation Grants
For Fiscal Year 2018-2019
(July 1, 2018 to June 30, 2019)

DEADLINE TO APPLY

Friday, May 11, 2018, 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, Hawai'i 96720

Telephone: (808) 961-8366

Fax: (808) 935-1205

Email: chresdev@hawaiicounty.gov

Website: <http://www.hawaiicounty.gov/research-and-development/>

March 18, 2018

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

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REQUEST FOR PROPOSALS NO. 2018-01
COUNTY OF HAWAI'I DEPARTMENT OF RESEARCH AND DEVELOPMENT
NOTICE OF REQUEST FOR PROPOSALS INNOVATION GRANTS FOR FISCAL YEAR 2018-2019

Pursuant to Chapter 103D, HRS, The Hawai'i County ("County") Department of Research and Development ("Department") is requesting proposals for innovation grant awards in preparation for the 2018-2019 fiscal year. The intent of the grant program is to grow initiatives and support research that improve economic development, agriculture, energy, creative economy, tourism, and sustainable development in the County. Proposals must address and support community goals and the Department's 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.

SEALED PROPOSALS must be received on or before 4:30 p.m. Hawai'i-Aleutian Standard Time, Friday, May 11, 2018, in either of two locations. In Hilo, deliver to the County of Hawai'i, Department of Research and Development, 25 Aupuni Street, 1301, Hilo, HI 96720. In Kona, deliver to the County of Hawai'i, Department of Research and Development, 75-5044 Ane Keohokalole Highway, Building C (Second Floor), Kailua-Kona, HI 96740. 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.

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 2018-2019. Notification of the Department's approval and recommendation for funding shall be made by July 2, 2018.

Proposal forms, specifications and special provisions can be obtained at the Department website <http://www.hawaiicounty.gov/research-and-development/> or by calling (808) 961-8366. The deadline for submitting written questions is Thursday, March 29, 2018. The County of Hawai'i reserves the right to reject any proposal.

Information Sessions Available

Kailua-Kona: Thursday, March 22, 2018

2:00 to 4:30 p.m.

West Hawai'i Civic Center, Research and Development
75-5044 Ane Keohokalole Highway, Building C, 2nd Floor
Kailua-Kona, HI 96740

No RSVP Required

Hilo: Friday, March 23, 2018

2:00 to 4:30 p.m.

Aupuni Center Conference Room
101 Pauahi Street, Suite 1
Hilo, HI 96720

No RSVP Required*

Diane L. Ley
Director, Department of Research and Development

Hawai'i Tribune-Herald
West Hawai'i Today

Publication Date: March 18, 2018, and March 20, 2018

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COUNTY OF HAWAI‘I DEPARTMENT OF RESEARCH AND DEVELOPMENT
INNOVATION GRANTS FOR FISCAL YEAR 2018-2019
REQUEST FOR PROPOSALS

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SECTION 1: ADMINISTRATION

INTRODUCTION

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 2018-2019.

1.1 SPECIFICATIONS AND FORMS – Instructions, terms and conditions, and proposal forms may be obtained from the Department through www.hawaiicounty.gov/research-and-development/.

1.2 TIMETABLE – The timetable set forth below represents the Department’s best estimate of the schedule that will be followed in the Request for Proposal (RFP) process. Proposers will be advised by addendum of any changes to the timetable.

ACTIVITY	SCHEDULED DATE
RFP issued	Sunday, March 18, 2018
Informational Meeting: West Hawai’i	Thursday, March 22, 2018
Informational Meeting: East Hawai’i	Friday, March 23, 2018
Closing Date for Receipt of Questions / Comments	Thursday, March 29, 2018
Department’s Response to Proposers’ Questions	Friday, April 6, 2018
Proposal Due Date	Friday, May 11, 2018
Selection / Award Notification	Monday, July 2, 2018
Grant Agreement Execution Period	July 2, 2018 – July 31, 2018
Tentative Agreement Commencement Date	August 1, 2018

1.3 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 on or before Thursday, March 29, 2018, 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/amendments only. All other means of communication, whether oral, or written, shall not be considered official responses / statements and may not be relied upon.

Any questions regarding the interpretation of any provision after proposals have been opened and / or a contract awarded 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.

1.4 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 on or before Thursday, March 29, 2018. 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 Thursday, March 29, 2018 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.

Applicants should monitor the posting web site for any addendum necessitated by a modification of the RFP prior to the May 11, 2018 deadline. Any addendum or bulletin 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.

1.5 WITHDRAWAL OF PROPOSALS – A proposer may withdraw its proposal by submitting a written request to the Director of the Department any time prior to the proposal being scheduled for review and evaluation.

1.6 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.

1.7 PRE-PROPOSAL INFORMATION SESSIONS – There shall be two (2) information sessions to address any procedural questions related to the proposal submission process at the dates, times, and locations indicated below:

WEST HAWAI'I

Thursday, March 22, 2018

2:00 to 4:30 p.m.

Department of Research and Development

West Hawai'i Civic Center

75-5044 Ane Keohokalole Highway, Bldg C, 2nd Floor

Kailua-Kona, HI 96740

No RSVP Required

EAST HAWAI'I

Friday, March 23, 2018

2:00 to 4:30 p.m.

Aupuni Center Conference Room

101 Pauahi Street

Suite 1

Hilo, HI 96720

No RSVP Required

1.8 CONTACT FOR INFORMATION – If the proposer requires additional information, requests for additional information shall be made to:

25 Aupuni Street, Room 1301

Hilo, Hawai'i 96720

Telephone number: (808) 961-8366

Fax number: (808) 935-1205

E-Mail address: chresdev@hawaiiicounty.gov

1.9 CONTRACT PERIOD – Upon award, the contract period will commence upon contract execution and shall continue for one (1) year. The contract may be extended at the discretion of the Department.

SECTION 2: PROGRAM OBJECTIVES AND SCOPE OF WORK

REQUEST FOR PROPOSALS

The Department of Research and Development (hereinafter referred to as “Department”) annually solicits proposals for research, projects or programs that advance innovation, support research and improve economic development, agriculture, energy, creative industries, tourism, and sustainable development in Hawai‘i County. The Request for Proposals described herein reflects the Department’s support for initiatives proposed by non-profit organizations, research and educational institutions and government agencies.

A. Community Goals.

The goals of the County of Hawai‘i General Plan and Community Development Plans capture the community’s long-term vision for Hawai‘i Island. The Department seeks to advance innovations that contribute toward achieving the following subset of those goals:

Economic Development:

- The local economy is diverse, stable, and sustainable.
- Economic development complements and is in balance with the Island’s ecology, community character, and cultural heritage.
- Households enjoy economic self-sufficiency, and residents have a diversity of income sources, including diverse choices of jobs and entrepreneurial opportunities in close proximity to residential areas.

Tourism:

- Tourism is compatible with historic and natural resources and not intrusive into local communities.

Agriculture:

- There is a robust, diversified agricultural sector, including a range of agriculturally-related businesses and agricultural tourism.

Energy:

- Properly regulated, adequate, efficient, cost-effective, and dependable public and private utility services are available to each community.
- Communities are prepared for emergencies.
- Hawai‘i County is energy self-sufficient, using a diversity of renewable energy resources.
- Energy is available at lower costs.
- Energy efficiency improves.

Sustainable Development:

- Needs for shelter, sustenance, education, livelihood, and recreation are met in harmony with natural systems.
- The development and stewardship of ecosystems, communities, and economies are balanced to meet the needs of current and future generations, integrating the values and principles of the traditional ahupua'a management systems.

B. Department Program Objectives.

1. Agriculture. The Department awards grants in the range of \$5,000 to \$25,000 for initiatives that:
 - a. Advance innovations in products and productivity, including pest management, food safety, agricultural technology, and value-added products through, for example, research and training.
 - b. Expand markets for local products through, for example, import replacement, product promotion, and trade shows.
 - c. Advance the development of agriculture through, for example, farmer training, workforce development and other education programs.
2. Economic Development. The Department awards grants in the range of \$5,000 to \$25,000 for initiatives that:
 - a. Develop dominant, emerging, and/or high-paying industries that complement and are in balance with the Island's ecology, community character, and cultural heritage by, for example, advancing entrepreneurship, innovation, incubators, accelerators, local purchasing, and value chain development.
 - b. Improve household financial self-sufficiency and mobility by, for example, advancing workforce development, efforts to decrease household debt and expenses and increase household income and wealth, and inclusive growth and community-based economic development.
 - c. Strengthen and preserve Hawai'i Island's communities and natural resources as an outstanding location for business through, for example, industry meetings, workshops, conferences, trade shows, and revitalization of villages, towns, and business districts.
3. Energy. The Department awards grants in the range of \$5,000 to \$25,000 for initiatives that:
 - a. Reduce energy costs and improve resilience, particularly for the most vulnerable and for County operations, by, for example, advancing energy innovations in efficiency, distributed energy, and storage.
 - b. Advance the development of sustainable transportation systems through, for example, alternative fuels, autonomous vehicles, mobility sharing, and the electrification of transportation.

4. Creative Economy. The Department awards grants in the range of \$5,000 to \$25,000 for initiatives that:
 - a. Strengthen and preserve Hawai'i Island's communities and natural resources as an outstanding location for creative economy through, for example, industry meetings, workshops, conferences, and trade shows.
 - b. Develop creative economy enterprises and the related workforce through, for example, training, incubators, and accelerators.
 - c. Advance the local development of creative content.

5. Sustainable Development. The Department awards grants in the range of \$5,000 to \$25,000 for initiatives that:
 - a. Implement Community Development Plans and the General Plan.
 - b. Implement the Hawai'i 2050 Sustainability Plan.
 - c. Implement the High Impact Strategies and Actions identified in the 2016-2020 Hawai'i County Comprehensive Economic Development Strategy (see: <http://www.hawaiicounty.gov/research-and-development/>).

6. Tourism. The Department awards grants in the range of \$5,000 to \$25,000 for initiatives that:
 - a. Ensure the integrity of Hawai'i's unique sense of place and the host culture by, for example, advancing education programs about Native Hawaiian history and culture, pono practices, interpretive information, signage, and programs.
 - b. Mitigate visitor impacts on natural and cultural resources and community quality of life by, for example, advancing community-driven environmental and cultural stewardship opportunities for visitors.
 - c. Grow local tourism enterprises that increase community and household wealth while providing authentic visitor experiences through, for example, training and technical assistance.
 - d. Ensure resident/visitor safety or provide for point of entry greetings.

Programs currently receiving support through any of the Department of Research and Development's program areas or the Hawai'i Tourism Authority's Community Enrichment Program will not be considered.

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SECTION 3: EVALUATION CRITERIA

This Request for Proposals (RFP) shall be evaluated and awarded through a two (2) phase process. A quantitative scoring system will be utilized to maximize the objectivity of the evaluation.

3.1 EVALUATION COMMITTEE

The Director of the Department shall select an evaluation committee of at least three (3) employees 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 3.3.1. Any committee member with a potential conflict of interest with a proposer shall recuse him- or herself from the review of that proposer's submission.

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 Director of the Department shall assist in final evaluation of best and final offers for award.

3.2 EVALUATION PHASES

Evaluation phases will be conducted as follows:

Phase 1: Initial proposal evaluation / establishment of priority listed proposers.

Phase 2: Discussions with priority listed proposers, final evaluation, and award.

3.3 PHASE 1 – INITIAL PROPOSAL EVALUATION

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 completeness, conformity, and clarity, and to see if all significant requirements of the RFP have been addressed. Proposals not meeting these minimum requirements may be rejected and dropped from further consideration. Phase 1 of the evaluation process is to evaluate and establish a Priority List of Proposers who will be included in Phase 2 of the evaluation process. Proposers interested in providing the required services must submit a written proposal in accordance with and containing the information as outlined in this RFP. Phase 1 evaluation of the proposals will be conducted using the evaluation categories and numerical points in Section 3.3.1 and will be based solely on Proposers' proposals. No discussions with Proposers shall take place during Phase 1 except for clarification purposes. The evaluation committee will rank the proposals and select the top 35 ranked Proposers to establish a priority list. The Proposers selected for the priority list shall be referred to as "Priority Listed Proposers" and will be included in Phase 2 of the RFP. Phase 1 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.

3.3.1 EVALUATION CATEGORIES AND VALUE

Written proposals will be evaluated to determine if they meet the minimum requirements of the RFP. The maximum points available in Phase 1 is 100 points, divided among the following categories.

A. Qualification/Experience: Maximum 15 points.

- Depth and breadth of experience in performing similar work.
- Duration and strength of partnerships related to the project.
- Level of integrity, reliability and credibility of the organization.
- 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.

B. Fiscal Capacity and Accountability: Maximum 20 points.

- Realistic, thorough, and accurate budget.
- Level of other sources of funds committed to the proposed project.
- The strength of fiscal and administrative controls to properly manage County funds.

C. Project Impact: Maximum 30 points.

- Extent to which the proposed project aligns with Department program objectives.
- How well the proposed project advances innovation or grows initiatives that improve Hawai'i Island.
- Extent to which the proposal demonstrates impact of the proposed project relative to community goals.

D. Project Feasibility: Maximum 35 points.

- The extent to which the proposal reflects a coherent and feasible approach for successfully addressing the identified outcomes and outputs and includes reasonable timelines for completion of work.
- The clarity with which specific roles and responsibilities are defined.
- The strength of the justification for the project's approach, including addressing any barriers that may impact the project's success.

3.4 PHASE 2 – PRIORITY LISTED OFFERORS’ EVALUATION PROCESS

In Phase 2, evaluations shall be based on the criteria mentioned in Phase 1 and any discussions with Priority Listed Proposers and Final Offers, if applicable. The maximum evaluation points available for each Proposer in Phase 2 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 the 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 and/or oral presentation.

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 secrets 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.

The Director of the Department shall assist the committee in the final selection of the proposals, which will best accomplish the needs of the County and in accordance to the availability of funds.

3.5 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 with final evaluation assistance from the Director of the Department. The award recommendation shall be based on the proposal deemed to best further the program objectives outlined in Section 2, and not necessarily on lowest cost.

3.6 REJECTION OF PROPOSALS

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

SECTION 4: PROPOSALS

Successful proposals will clearly show a public or community nexus to the stated outcomes of the proposal. Funds may not be used for: electronic equipment purchases; purchase of alcohol; business or organizational start-up plans; fundraising; film production; or costs associated with proposal production and submission. All proposals shall be subject to the provisions and stipulations of this Request for Proposals (RFP), including the following Proposal Specifications and the non-exclusive Contract Provisions attached hereto as Exhibit B and made a part hereof which are subject to modification as determined by the County of Hawai'i during its executive review process.

4.1 PROPOSAL PREPARATION

Proposers 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/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 their proposal.

4.2 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 which demonstrate an understanding of the program objectives. Any proposal offering terms and conditions contradictory to those include, requested, or required by this RFP, shall be disqualified without further notice. The Department reserves the right to ask for clarification at any time, of any item in the proposal.

A Proposer will be disqualified and the proposal automatically rejected for any one or more of the following reasons:

- The Proposer's lack of responsibility or cooperation as shown by past work or services.
- The proposal shows any noncompliance with applicable law.
- 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 has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in this RFP.

4.3 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 of Hawai'i. 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 should 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.

4.4 PROPOSAL SPECIFICATIONS

4.4.1 MATCHING FUNDS REQUIREMENT. There is a 1-to-1 matching funds requirement to the amount of funds requested. At time of application 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) days of its 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 / or in-kind contributions is not acceptable proof. Matching funds documentation is required for contract execution.

4.4.2 PROPOSAL FORMAT AND REQUIRED FORMS. Applicants must submit a proposal that follows the Proposal Narrative Guidelines described on pages 13 through 15. A complete proposal includes the following sections in the order shown below:

- A. Exhibit A-1: A complete Grant Application Form and signed acknowledgment.
- B. Exhibit A-2: Project Budget Form (two pages): Project Income and Project Expense Budgets.
- C. Exhibit A-3: Organization Information and Document Cover Sheet
- D. Exhibit A-4: Conflict Disclosure Form
- E. Attachments: All organizational documents listed on Exhibit A-3, and any other pertinent documents, including proof of matching funds.
- F. Proposal Narrative: The Proposal must be typed on a maximum of five pages of plain white letter-size paper with one-inch margins on all sides in a font size no smaller than 11 points. A smaller font is allowed for data tables. The proposal, not including the required forms, is limited to seven pages:
 - Abstract: Maximum one page.
 - Project Narrative: Maximum five pages.
 - Budget Narrative: Maximum one page.

4.5 PROPOSAL NARRATIVE GUIDELINES

All proposal narratives are to include the sections as numbered and labeled below and must address all requested information.

A. PROJECT SUMMARY OR ABSTRACT (maximum one page):

1. Brief description of the proposed project.
2. Overall timetable of the proposed project; project must be initiated after June 30, 2018, but before June 30, 2019.
3. Budget summary (differentiate County and other funds).

B. ORGANIZATION QUALIFICATIONS – Briefly discuss your organization’s qualifications including:

1. Organization history, mission, goals, and target population served.
2. Experience or expertise which qualifies your organization to carry out the project.
3. Duration and strength of partnerships related to the project.

C. STATEMENT OF NEED AND JUSTIFICATION—Identify and describe the need that your proposed project will fulfill, including:

1. What is new or different about your proposed project compared to past or current projects sponsored by your organization or others.
2. How well the proposed project advances innovation, grows initiatives, or catalyzes change that improves Hawai’i Island.

D. PROJECT OUTPUTS AND OUTCOMES—Explain what your project proposes to accomplish by describing the following:

1. Explain how your proposed project outputs (what your project will produce or accomplish) meet the Department of Research and Development’s program area objectives.
2. Briefly describe your proposed project’s anticipated outcomes and impact (what your project will change) relative to community goals.

E. PROJECT PLAN AND METHODOLOGY—Explain what your organization will do to accomplish the project goals and objectives:

1. Describe your project timeline, the location and or facilities used, your project lead, and all personnel involved in project implementation.
2. Describe all planned project activities and their outputs.
3. Describe the specific measures you will use to evaluate your project’s implementation, activities, outputs, and outcomes. These measures should be specific, measurable, achievable, results-oriented, and time bound.

4. Describe any plans to share project results or disseminate information to the broader community.
5. Describe your plans for sustaining the project if applicable.

F. BUDGET NARRATIVE—Discuss the budget form submitted with your proposal:

1. Provide a detailed breakdown of the total cost of the project, specifying the source of funds for each component using the budget form in Exhibit A-2.
2. Substantial cash investment by your organization should be described.
3. Describe plans for sustaining the project beyond the grant period.
4. Specify the consequences of a denial of your request or a reduction of the amount of funds awarded.

Budget Instructions and Clarifications.

INCOME:

- List all income sources on the “Exhibit A-2 Project Budget” Income form in the Cash and In-Kind Contribution sections. Indicate the dollar value in either the “anticipated” or the “Committed” column.
- The applicant’s funding request should be listed in the space provided.
- Matching funds may not come from any other County of Hawai’i source (unless the applicant is a County agency).

EXPENSES:

- List all expenses on the “Exhibit A-2 Project Budget” Expense form.
- Enter the dollar amount in the correct source of funding column.
- The maximum allowed for Administrative Expense is 10 percent of the subtotal of expenses allocated to the R&D Grant column. Typical Administrative Expenses include: grant management, grant reporting, and fiscal management activities such as bookkeeping, banking, and recordkeeping.
- The maximum allowed for equipment purchase is 50 percent of the total grant request. Note that the purchase of electronic equipment (computers, laptops, tablets, phones and printers) is not an allowable grant expense.

Project expense estimates must be reasonable, directly related to the proposed project, and clearly described and justified in the budget narrative. The following list includes examples of some common expenses allowable in the Innovation Grant program:

- | | |
|------------------------------|--------------------|
| • Advertising. | • Entertainment. |
| • Brochures. | • Facility rental. |
| • Collateral materials. | • Postage. |
| • Electronic media. | • Posters. |
| • Equipment rental/purchase. | • Printing. |

- Products.
- Public relations.
- Salary and wages (at prevailing wages).
- Security.
- Shipping.
- Some consultant services.
- Supplies and materials.
- Travel.
- Website development or enhancement

Personnel costs should not be the primary use of grant funds. To demonstrate financial sustainability, projects will not rely on grant funding for critical operating expenses.

Ineligible uses of R&D Innovation Grant funding include the following expenses:

- Electronic equipment purchase (e.g., computer, laptop, tablet, phone, printer).
- Film production.
- Fundraising expenses.
- Organizational start up plans.
- Purchase of alcohol.
- Proposal expenses.

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

4.6 SUBMISSION INSTRUCTIONS: Applicants are required to submit:

- A. One complete original application package that includes Exhibits A-1, A-2, A-3, A-4 all current organizational documents, and the Proposal Narrative comprised of the Abstract, Project Narrative, Budget Narrative, and
- B. Two (2) copies of all forms and narratives except for the organizational documents.

Sealed proposal packages must be received on or before 4:30 p.m. Hawai'i-Aleutian Standard Time on Friday, May 11, 2018, in one of the following two locations:

- In Hilo: County of Hawai'i Building, Department of Research and Development, 25 Aupuni Street, Room 1301, Hilo, Hawai'i 96720.
- In Kailua-Kona: West Hawai'i Civic Center, Department of Research and Development, 75-5044 Ane Keohokalole Highway, Building C (Second Floor), Kailua-Kona, Hawaii, 96740.

All 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 e-mail or fax will not be accepted.

The deadline noted above is not a post mark date. Proposals received in the office of the Department of Research and Development 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."

SECTION 5: AWARD OF CONTRACT

Award of the contract shall be made to the Proposer whose proposal is determined to best support the program goals and objectives outlined in Section 2 based on evaluation criteria set forth in the Request for Proposals (RFP).

5.1 AWARD OF CONTRACT

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 and whole 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. Completed sets of the fully executed contract will be sent to the Proposer. The award of contract may be withdrawn by the Department if 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. A copy of the Contract's general terms and conditions are attached hereto for reference.

5.3 ELIGIBLE ENTITIES

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

- Be an educational institution, State 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.
- 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 the proposer has demonstrated the necessary experience in the program area.
- Be licensed and accredited, as applicable, in accordance with the requirements of the federal, state and county governments.
- Have a staff or authorized representatives adequately trained to administer and provide the service described.
- Meet all the requirements of the funding source(s);

- Meet matching fund requirements; and
- Have bylaws and policies that describe the manner in which business is conducted including management, and fiscal policies and procedures, and policies on nepotism and the management of potential conflict of interest situations.

5.4 INDEMNIFICATION

If selected, the Proposer shall indemnify, save and hold harmless the County and all of its officers, agents and employees from any and all claims for deaths, injuries, losses, damages and liabilities to persons or property occasioned wholly or in part by acts or omissions of the Proposer, its agents, officers, employee, or any persons under the control of the Proposer.

5.5 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(s) reports and results are considered public property and cannot be patented, copyrighted or restricted in any manner unless specifically agreed to by both parties.

5.6 CODE OF ETHICS

If you are an officer or employee of the County of Hawai'i, or an organization in which an officer or employee or officer or employee's immediate family has a controlling interest, the provisions of Hawai'i County Code §2-83(c) must be complied with before an award may be made. Requisite disclosures shall be made to the Department, if relevant.

5.6.1 DISCLOSURE REQUIRED

Each proposer shall submit a disclosure form along with its proposal which 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 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 a deputy corporation counsel.

The disclosure form attached hereto as EXHIBIT A-4-CONFLICT DISCLOSURE FORM, shall specify any and all mitigation measures to avoid, in fact or appearance, any conflict of interest.

EXHIBIT A-1—GRANT APPLICATION FORM

Department of Research and Development
Innovation Grants for Fiscal Year 2018-2019

Applicant Information. Please complete each field below.

Project Title _____
Organization Name _____
Contact Name _____
Telephone _____
Email Address _____

Program Area (select up to three):

- Agriculture.
- Economic Development.
- Energy.
- Creative Economy.
- Sustainable Development.
- Tourism.

Funding Summary.	Amount
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 (please type or print clearly)

Date Signed

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EXHIBIT A-2—PROJECT BUDGET FORM: INCOME

Department of Research and Development
Innovation Grants for Fiscal Year 2018-2019

Project Title _____

Please list all income to be used to implement the proposed project. Provide an explanation of all matching funds in your budget narrative including an explanation of any anticipated funding.

CASH	Anticipated	Committed	Total
R&D Award			
Applicant Organizational Budget			
Individual Contributions			
Membership fees			
Earned income			
Current cash assets			
Other Funding Sources (specify below):			
Total Cash Income			
IN-KIND CONTRIBUTION	Anticipated	Committed	Total
Total In-Kind Contributions			
TOTAL PROJECT INCOME			

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EXHIBIT A-2—PROJECT BUDGET FORM: EXPENSES

Department of Research and Development
Innovation Grants for Fiscal Year 2018-2019

Project Title _____

Please list all project expenses and the source of funding used for each line item. Categories should be specific and described in detail in the budget narrative. See section 4.5F for guidance. Total Project Income must equal Total Project Expenses. During the course of the contract, any line item that exceeds 15% of the budgeted amount must be pre-approved by the Department in writing.

Expense Description	R&D Grant	Other Cash Source	In-Kind Contribution	TOTAL
SUBTOTAL				
Admin. Expense – Max 10%				
TOTAL PROJECT BUDGET				

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EXHIBIT A-3—ORGANIZATIONAL INFORMATION AND DOCUMENT COVER SHEET

Department of Research and Development
Innovation Grants for Fiscal Year 2018-2019

Project Title _____

A. Please provide the following organizational information.

1. Organization Name (as listed on all organizational documents).

2. Complete name(s) and title(s) of the person(s) authorized to execute agreements on behalf of your organization (as described in your by-laws and corporate resolution).

3. Organization physical address.

4. Organization mailing address.

5. Organization telephone number and fax number (if available).

6. Organization website and email addresses (if available).

7. Federal Tax ID Number and Hawai'i General Excise Tax Number.

8. According to organizational documents, the organization:
 Requires a corporate seal. Does not require a corporate seal.

B. Required Organizational Documents (attach one set only).

1. Current Charter or Articles of Incorporation.
2. Current By-Laws.
3. Current Corporate Resolution.
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.
7. Current Financial Statements – signed and dated.

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EXHIBIT A-4—CONFLICT DISCLOSURE FORM

Department of Research and Development
Innovation Grants for Fiscal Year 2018-2019

Please disclose any conflicts or potential conflicts of interest that any board member, officer, director, or administrator of your 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):

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

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

Signature and Title

Date

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EXHIBIT B—CONTRACT PROVISIONS

Department of Research and Development
Innovation Grants for Fiscal Year 2018-2019

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 matching funds, 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 2018-2019, 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).
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 HAR. Proposer shall produce documents to the Department of Research and Development to demonstrate compliance with this section. Prior to completion of contracts the following requirements must be met. 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. State or County agencies must verify compliance prior to award. 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>.

After registering, it is the vendor's responsibility to remain compliant at all times in order for the HCE certificate to be valid. Final payment will not be made on any contract out of compliance. In the event the Contractor is unable to register with HCE within ten (10) calendar days of being requested to do so, the County may proceed to re-open negotiations with other acceptable submittals.

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 not previously approved by the COUNTY or perquisites.
 - 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, the Contractor shall make available one (1) registration, ticket, or other license to the County for the Program event, 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 of Research and Development (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 2018-2019. The Final Report shall be submitted no later than sixty (60) days after termination of the agreement. 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) 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 (the "Director"). 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, shall 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 being 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.
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, Hawai'i Revised Statutes, 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 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.
- c. 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 17-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. FORUM SELECTION. 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. CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS PROHIBITED. Contractor agrees to comply with HRS Section 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.
28. 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 C-1—PROGRESS REPORT FORM

Department of Research and Development
Innovation Grants for Fiscal Year 2018-2019

MOA Number _____

Organization Name _____

Project Title _____

Reporting Period _____

Please submit this progress report form, completed and signed, with a narrative report that addresses each of the following six points:

1. Provide a summary of the work completed during this reporting period.
2. Describe how the funds allocated for this project were used during this reporting period.
3. Describe any adjustments that were necessary during this reporting period for the development and implementation of your project, including any budget adjustments.
4. Briefly describe your next major steps for this project.
5. Add any additional comments as desired and or requested by the Department of Research and Development.
6. Attach copies of all news articles, advertisements, flyers, brochures, promotional materials related to your project that you have collected to date, if applicable.

Submitted by

Signature _____

Name and Title _____

Date Signed _____

Contact Information
(phone number / email address) _____

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EXHIBIT C-2—FINAL REPORT FORM
Department of Research and Development
Innovation Grants for Fiscal Year 2018-2019

MOA Number _____

Organization Name _____

Project title _____

MOA Term _____

Please submit this Exhibit C-2 Final Report Form completed and signed, and a completed C-3 Final Financial Report Form, with a narrative report that contains the following required elements.

General Grant Project

Narrative Final Report Elements:

1. Describe your proposed project activities using the project plan and methodology submitted with your original proposal.
2. Describe the actual activities of your project in detail, noting anything that was different than in your original proposal.
3. Describe the results of your project evaluations, including a comparison of your proposed project outputs and outcomes with actual outputs and outcomes.
4. Describe how, if at all, you project could be improved and what plans you have for sustaining or advancing it.
5. Add any additional comments as desired and as requested by the Department of Research and Development.
6. Attach copies of your collected news articles, advertisements, flyers, brochures, promotional materials related to this project.

Research Grant Project

Narrative Final Report Elements:

1. Abstract.
2. Introduction.
3. Materials and Methods.
4. Results.
5. Discussion.
6. Acknowledgments.
7. Literature Cited.

I hereby certify that this final narrative and financial report to the County of project income and expenses related to the contract number listed above is accurate and that County funds have been expensed in accordance with the provisions set forth in this Contract, including the budget that was made part of said Contract.

Submitted by

Signature _____

Name and Title _____

Date Signed _____

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EXHIBIT C-3—FINAL FINANCIAL REPORT FORM

Department of Research and Development
Innovation Grants for Fiscal Year 2018-2019

Memorandum of Agreement Number _____

Submit Exhibit C-3 with a completed and signed Exhibit C-2 and narrative report. Explain any line item that exceeds 15% of the amount originally proposed and budgeted for that line item.

INCOME SOURCE	R&D Grant	Other Cash	In-Kind Contribution	TOTAL INCOME
Research & Development				
TOTAL INCOME				
PROJECT EXPENSES	R&D Grant	Other Cash	In-Kind	TOTAL EXPENSE
TOTAL EXPENSES				