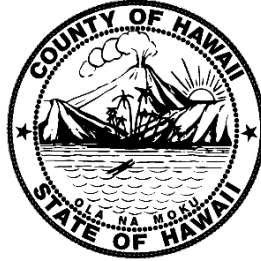


County of Hawai'i  
Department of Research and Development



Request for Proposals  
Coronavirus Relief Fund Grants for  
Community Assistance and Hawai'i Island  
Recovery Initiatives

For March 1, 2020 to December 30, 2020

DEADLINE TO APPLY

Tuesday, July 21, 2020, 4:30 P.M. Hawai'i-Aleutian Standard Time

Electronic Submission Only to: [cohCARES@hawaiicounty.gov](mailto:cohCARES@hawaiicounty.gov)

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

Email: [cohCARES@hawaiicounty.gov](mailto:cohCARES@hawaiicounty.gov)

Website: <https://www.hawaiicounty.gov/cares>

July 12, 2020

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

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REQUEST FOR PROPOSALS (“RFP”) NO. 2020-03

COUNTY OF HAWAI‘I DEPARTMENT OF RESEARCH AND DEVELOPMENT

NOTICE OF REQUEST FOR PROPOSALS: Coronavirus Relief Fund Grants for Community Assistance and Hawai‘i Island Recovery Initiatives for March 1, 2020 to December 30, 2020

PROPOSALS must be received on or before 4:30 p.m. HST, Tuesday, July 21, 2020, via email to [cohCARES@hawaiicounty.gov](mailto:cohCARES@hawaiicounty.gov). *The deadline noted above is not a postmark date. Proposals must be submitted by email.* Proposals received after the deadline will not be considered. The County reserves the right to reject any proposal.

Pursuant to Chapter 103D, Hawai‘i Revised Statutes (“HRS”), the Hawai‘i County (“County”) Department of Research and Development (“Department”) is requesting proposals for Coronavirus Relief Fund Grants for Community Assistance and Hawai‘i Island Recovery Initiatives for March 1, 2020 to December 30, 2020, RFP No. 2020-03.

The Federal CARES Act provides Assistance for State, Local, and Tribal Governments, and the County of Hawai‘i has been awarded a sub-grant. The County is soliciting proposals for projects that respond to the current Coronavirus Disease 2019 (COVID-19) public health emergency.

Proposals must address and support the goals and objectives for the category area the applicant wishes to apply for. Proposals submitted shall be reviewed and considered for funding to address gaps in funding and unmet needs arising due to the COVID-19 public health emergency and/or delivery of CARES Act resources to subrecipient beneficiaries.\*\*

Only proposals that are for expenditures which are necessary to respond to the current COVID-19 outbreak, and that can be completed before December 30, 2020, are eligible.

Details on what expenditures are considered necessary under the CARES Act can be found on the U.S. Treasury’s website at <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>.

Specific details regarding the types of proposals being solicited will be provided in the Request for Proposal document.

Notification of approval for funding shall be made on or about July 31, 2020.

To view the RFP, please go to <https://www.hawaiicounty.gov/cares>  
or call (808) 961-8366.

There will be an online webinar on the proposal process on July 13, 2020 from 9:00am - 10:30am. The registration link can be found on our website at <https://www.hawaiicounty.gov/cares>. Prior to the webinar, you can submit questions about the RFP to [cohCARES@hawaiicounty.gov](mailto:cohCARES@hawaiicounty.gov).

*Captioning will be available. There will be a small delay as with all live captioning. Users will need to enable closed captions on their particular device as it will not automatically be displayed.*

*\*\*If you are looking for small business or individual assistance those programs will be launched by third parties selected through this RFP. More details to come shortly\*\**

**DISCLAIMER**

Hawai'i County Department of Research and Development is committed to the full inclusion of all qualified applicants for consideration of this grant without regard to disability or any other classification protected by state or federal law. As part of this commitment, the Department of Research and Development will ensure that persons with disabilities are provided reasonable accommodations. If you are unable to complete the electronic submission and reasonable accommodation is needed to participate in this grant application, please contact Department of Research and Development, (808) 961-8366, or [cohCARES@hawaiicounty.gov](mailto:cohCARES@hawaiicounty.gov)

Diane L. Ley  
Director, Department of Research and Development  
Hawai'i Tribune-Herald  
West Hawai'i Today  
Publication Date: July 12, 2020 and July 14, 2020

**COUNTY OF HAWAI‘I**  
**DEPARTMENT OF RESEARCH AND DEVELOPMENT**  
**CORONAVIRUS RELIEF FUND GRANTS FOR COMMUNITY ASSISTANCE AND HAWAI‘I ISLAND**  
**RECOVERY INITIATIVES**  
**REQUEST FOR PROPOSALS**

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## SECTION 1: ADMINISTRATION

### NOTICE OF AVAILABILITY OF CORONAVIRUS RELIEF FUND GRANTS AND REQUEST FOR PROPOSALS (Project Period: March 1, 2020 to December 30, 2020)

PROPOSALS must be received on or before Wednesday, 4:30 p.m. HST, Tuesday, July 21, 2020, via email to [cohCARES@hawaiicounty.gov](mailto:cohCARES@hawaiicounty.gov). The deadline noted above is not a postmark date. Proposals must be submitted by email. Proposals received after the deadline will not be considered.

The Federal CARES Act provides Assistance for State, Local, and Tribal Governments, and the County of Hawai'i has been awarded a sub-grant. The County is soliciting proposals for projects that respond to the current Coronavirus Disease 2019 (COVID-19) public health emergency.

Proposals must address and support the program goals and objectives for the line item/Category area the applicant (Organization) wishes to apply for. Proposals submitted shall be reviewed and considered for funding to address gaps in funding and unmet needs arising due to the COVID-19 public health emergency.

An organization submitting a proposal must be a non-profit or for-profit organization registered with the State of Hawai'i and have on-island resources to deliver services. All eligible organizations must demonstrate the proposed outcomes will yield a direct benefit to the public and accomplish public purposes.

Specific details regarding the types of proposals being solicited will be provided herein.

Only proposals that are for expenditures which are necessary to respond to the current COVID-19 outbreak, and that can be completed before December 30, 2020, are eligible.

Details on what expenditures are considered necessary under the CARES Act can be found on the U.S. Treasury's website at <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>.

Notification of approval for funding shall be made on or about July 31, 2020.

#### 1.1 PROCESS

##### A. Introduction

The State of Hawai'i has received a Coronavirus Relief Fund award from the U.S. Treasury, as appropriated in section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), P.L. 116-136. The State of Hawai'i has given the County of Hawai'i ("County") a sub-award.

The County is soliciting requests for proposals (RFP) for grants that respond to the current COVID-19 public health emergency.

##### B. Submission requirements

###### 1. Application deadline

Organization's proposal must be submitted to the County no later than

4:30 p.m. HST on Tuesday, July 21, 2020. Proposals received after the due date and time will not be considered.

2. Limits on consideration

Responses not meeting the requirements of this RFP, or which are ambiguous or incomplete, will be rejected. Proposals shall be limited to the application plus any requested attachments. Any information attached but not requested or otherwise allowed will not be considered.

3. Electronic submittal requirement

Electronic submission is the required method for submission of proposal (and any attachments). The Organization's proposal must be submitted to [cohCARES@hawaiicounty.gov](mailto:cohCARES@hawaiicounty.gov). The Organization's application may be signed electronically by an individual with authority to sign (for instance, that individual may type "/s" followed by their name). The Organization's proposal file name, and the email subject line, should be substantially similar to the proposal title. Please include the Category Area the Organization is applying for in the body of the email.

C. Multiple proposals from the same Organization

1. **Eligible Categories:**

- A. Community Assistance
- B. Hawai'i Island Recovery Initiatives

2. **Different Assistance Categories:** Organizations may submit multiple proposals in both Categories. The proposals will be considered independently of each other. If accepted and approved the organization will be required to file the **required reports for each independent project**. Organizations may not combine funding from multiple Categories into one proposal.

D. Proposals must address and support the Category's goals and objectives.

All proposals will be reviewed subject to the review process contained in Section 2. Evaluation and Evaluation Criteria. The County may award a grant amount less than the proposal. Organizations will be required to submit a revised budget, with any corresponding adjustments to the proposal, within three (3) business days of award notice.

The County of Hawai'i reserves the right to reject any proposal.



E. Limited/no addenda  
Due to the time-sensitivity of this RFP process and the urgent need to provide program services to respond to the Coronavirus pandemic, the County seeks organizations with the technical and administrative capacity to effectively respond to this RFP with a minimum of technical assistance from the County. Therefore, further written clarifications or addenda to this RFP will be limited, if at all.

F. Expedited reporting requirements  
Due to requirements imposed by the federal and state government grant recipients shall submit to the County weekly and monthly program and financial reports. Weekly reports will be due by 4pm on each Monday. Monthly reports will be due on the 7th working day of the month immediately following the month being reported (e.g. the month of August must be reported by September 10, 2020).

Applicants must meet the expedited reporting required.

G. Insurance  
The County may request to be listed as additional insured on the Organization's insurance policies in connection with the Organization's performance under any awarded grant. The County may require that the Organization acquire a particular type of insurance, as a condition precedent to entering into a Grant Agreement. The determination of whether additional insured status will be required, or whether to require a particular type of insurance, will be dependent on the nature of the proposal.

H. Withdrawal of proposals  
Organizations may withdraw a proposal at any time prior to the RFP submission deadline by providing a written statement to the contact person the proposal was submitted to.

I. Failure to follow instructions  
Failure to follow any of the instructions in this RFP may subject the Organization's proposal to be rejected.

J. Other sources  
Organizations must disclose if request(s) have been made or the Organization has secured funding from other federal, state, county and/or private sources for similar or same work proposed in the RFP.

## 1.2 REQUIREMENTS AND PROHIBITIONS

A. Compliance with Section 5001 of the Coronavirus Aid, Relief, and Economic

Security Act (“CARES Act”).

Per the requirements of the U.S. Treasury, grant funds provided by the CARES Act may only be used to cover costs that –

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);  
  
(Note: “necessary expenditures” is further explained by the U.S. Treasury via GUIDANCE and a FAQ. The County strongly recommends that applicants read each document in its entirety and frame proposals accordingly. The GUIDANCE is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>. The FAQ is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>. Both documents are subject to revision by the U.S. Treasury.);
2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or County; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

(Note: depending on the proposal the County may authorize reimbursing expenses that were incurred between March 1, 2020 and the execution of a Grant Agreement. The County, in its sole discretion, will determine on a case by case basis whether to authorize such a reimbursement. The County will base its decision on the nature of the service, the nature of the costs incurred, and cost eligibility under applicable federal guidelines. Please be clear in the application if this will be for reimbursement for expenses that have already been incurred.)

ORGANIZATION’S PROPOSAL MUST COMPLY WITH THE REQUIREMENTS OF THE CARES ACT.

Please note that the U.S. Department of Treasury is continuing to issue guidelines regarding the use and management of the CARES Act funds.

B. Compliance with federal law (including Uniform Guidance [2 C.F.R. Part 200]):

The Organization must comply with all federal requirements. The U.S. Treasury has continued to issue guidance since the passage of the CARES Act. For instance, the U.S. Treasury has issued guidance supplementing the CARES Act and making clear that “Fund payments are subject to the following

requirements in the Uniform Guidance [2 C.F.R. Part 200]: 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §200.330 through §200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.”

C. Certificate of Vendor Compliance

Proof of a vendor’s compliance shall be mandatory for all awards \$2,500 or greater in accordance with the requirements of Hawai’i Revised Statutes 103D-310(c). Acceptable proof shall be provided to the County prior to award and for final payment through Hawai’i Compliance Express (HCE).

Hawai’i Compliance Express provides a vendor’s proof of compliance for the following:

1. Certificate of Good Standing from the Department of Commerce and Consumer Affairs (DCCA);
2. Tax clearances (federal and state) from the Internal Revenue Service (IRS) and the Department of Taxation (DOTAX); and
3. HRS Chapters 383 Hawai’i Employment Security Law, 386 Worker’s Compensation law, 392 Temporary Disability Insurance and 393 Prepaid Healthcare Act from the Department of Labor and Industrial Relations (DLIR)

Vendors can register with Hawai’i Compliance Express at <http://vendors.ehawaii.gov>, which charges a nominal subscription fee and takes approximately two weeks to establish an account.

If a vendor is unable to obtain their “compliance” Hawai’i Compliance Express certificate within a reasonable amount of time, and there is an urgent need for the requested good or service, the County may, upon written notification to the vendor, disqualify the vendor.

D. Contractual terms and conditions and compliance with CARES Act Grant Agreement

The Organization will be required to agree to a Grant Agreement herein as Exhibit B: The Sample Grant Agreement contains the terms and conditions imposed on the County by the State of Hawai’i and the U.S. Treasury.

E. Permissible Uses

1. The following is a non-exclusive list of examples of costs that would be permissible expenditures under a grant award.
  - a. Purchase and/or stockpiling of PPE, disinfectants, sanitizers, and other equipment or items necessary for COVID-19

response.

- b. COVID-19 testing costs.
- c. Food delivery for vulnerable populations.
- d. Distance learning, including technology improvements, for schools.
- e. Care for homeless populations to mitigate COVID-19 effects and enable compliance with public health precautions.
- f. Assistance to public and private hospitals for the costs incurred due to the COVID-19 public health emergency.
- g. Direct grants to “small businesses”, “non-profits”, and “individuals” for economic support or hardship in consideration of business interruption related to COVID-19 required closures.
- h. Grants to prevent evictions or homelessness (rent, mortgage, or nongovernment utilities).
- i. Assist individuals in enrolling in a government benefit program for those who have been laid off due to COVID-19 and lost health insurance.
- j. Rural broadband expansion for public health emergency only (not to build additional capacity).
- k. Administrative costs related to Coronavirus Relief Fund payments.
- l. Capital projects related to establishing temporary public medical facilities or other measures to increase COVID-19 treatment capacity or improve mitigation measures.

F. Prohibited use of grant funds

- 1. The following is a non-exclusive list of examples of costs that would not be eligible expenditures under a grant award.
  - a. Prepayments of contracts or other obligations.
  - b. Expenses for the State share of Medicaid.
  - c. Damages covered by insurance.
  - d. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
  - e. Expenses that have been or will be reimbursed under any

federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.

- f. Reimbursement to donors for donated items or services.
- g. Workforce bonuses other than hazard pay or overtime.
- h. Severance pay.
- i. Legal settlements.
- j. Workforce bonuses other than hazard pay or overtime.
- k. Reimbursement to donors for donated items or services.
- l. Damages covered by insurance.
- m. Capital projects other than those that are increasing temporary medical treatment capacity or mitigation measures related to COVID-19.

Please note that the U.S. Department of Treasury is continuing to issue guidance regarding the use and management of the CARES Act funds.

See: (<https://home.treasury.gov/policyissues/cares/state-and-local-governments>).

The use of CARES Act funds is subject to audit by the federal government, the State of Hawai'i, and the County; disallowed expenditures, if any, will need to be repaid to the County.

- 2. Grant funds may not be used to connect with the following acts by organizations or individuals employed by grant funds:
  - a. Unless specifically authorized to do so by federal law, grant recipients or their grantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

- b. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- c. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- d. As applicable, the County and each contracting tier will comply with 31 USC §1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal. Your organization shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## **SECTION 2: EVALUATION AND EVALUATION CRITERIA**

### **2.1 PROPOSAL REVIEW AND SELECTION COMMITTEE**

This RFP shall be evaluated and awarded through a three (3) phase process. A quantitative scoring system will be utilized to maximize the objectivity of the evaluation.

### **2.2 EVALUATION COMMITTEE**

The Director of the Department shall select an evaluation committee with knowledge of the subject category goals and objectives to provide initial review and ranking of the proposals. Proposals shall be evaluated based on the Proposal Evaluation Criteria listed below. Any committee member with a potential conflict of interest with an organization submitting a proposal shall recuse him- or herself from the review of that organization's submission.

Discussions may be conducted with individual organizations 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 the proposal prior to final selection, if deemed necessary. The Department reserves the right to request information from the organization at any time to clarify the proposal. The Director of the Department shall assist in final evaluation of best and final offers for award.

### **2.3 EVALUATION PHASES**

Evaluation phases will be conducted as follows:

Phase 1: Screening

Phase 2: Initial Proposal Evaluation

Phase 3: Priority Listed Offerors' Evaluation

### **2.4 PHASE 1 – SCREENING**

An initial screening shall take place immediately after the proposals are opened by two (2) representatives of the County. The initial screening involves reviewing all submitted proposals for eligibility and completeness. Organizations interested in providing the required services must submit a written proposal in accordance with and containing the information as outlined in this RFP. Proposals not meeting these minimum requirements may be rejected and dropped from further consideration.

### **2.5 PHASE 2 – INITIAL PROPOSAL EVALUATION**

Phase 2 of the evaluation process provides for an evaluation committee to establish a Priority List of Proposals to be included in Phase 3 of the evaluation process. No discussions with Organizations shall take place during Phase 2 except for clarification purposes.

Phase 2 evaluation of the proposals will be conducted using the evaluation categories and numerical points in the section below and will be based solely on Organization's proposals. Phase 2 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

Organization's total score will be determined by an average of total points assigned to each proposal, 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 proposals selected for the priority list shall be referred to as "Priority Listed Proposals" and will be included in Phase 3 of the evaluation process.

The County will award up to 100 points using the following criteria to evaluate proposals:

**Project Impact: (60 points)**

- The extent to which the proposal reflects a coherent and feasible approach and includes a reasonable timeline for completion of work.
- The clarity with which specific roles and responsibilities are defined.
- How well the proposed project outputs and outcomes advance the Category's goals and objectives.

**Fiscal and Other Accountability: (20 points)**

- Realistic, thorough, and accurate budget.
- Appropriate allocations of funds based on outputs.
- Capacity to track and report project progress.

**Qualification/Experience: (20 points)**

- Level of integrity, reliability, and credibility of the Organization in the community.
- The extent to which the organization has the capacity to carry out the proposed project, including the appropriate mission and structure to fulfill the needs and requirements of the proposed project.
- Depth and breadth of experience in performing similar work.
- Duration and strength of partnerships related to the proposed project.
- The strength of fiscal and administrative controls to properly manage CARES Act funds.

**2.6 PHASE 3 – PRIORITY LISTED ORGANIZATIONS' EVALUATION**

In Phase 3, evaluations shall be based on the criteria identified in Phase 2 and any discussions with Priority Listed Proposals, if applicable. The maximum evaluation points available for each Proposal in Phase 3 is 100 points for the final evaluation of the Best and Final Offer submittal.

Each Priority Listed Proposal's final total score will be determined by an average of total points assigned to each Proposal, by all evaluators. The evaluation committee reserves the right to have additional discussions with the Priority Listed Proposals' organizations 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 submission of additional information, or oral presentation, or both.

The Department may conduct discussions with organizations submitting priority listed proposals 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 organizations the submitted proposals and request best and final offers provided that no organization's proposal or information regarding its negotiation with the Department shall be public information or shared with any other organization until after an award is made. Upon award, the existing contract file, including but not limited to a copy of all successful and unsuccessful organizations' proposals shall be made available for public inspection.

Organizations are reminded to designate in writing portions of the proposal 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.

## 2.7 RECOMMENDATION FOR CONTRACT AWARD

The evaluation committee shall prepare a report summarizing proposal evaluation rankings and provide recommendation for award of grant agreements. 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 goals and objectives outlined in Section 3, and not necessarily on lowest cost.

## 2.8 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 RFP if deemed to be in the best interest of the County.

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## SECTION 3: CATEGORY AREAS BEING SOLICITED

When appropriate, the County may exercise its discretion to adjust the allocations to the Category Areas to ensure funds are used to maximum effect, or to adjust to unforeseen changes in recovery efforts.

Administration Expenses shall not exceed 15% for Community Assistance applications. Administrative Expenses shall not exceed 5% without justification and in no case shall exceed 10% for Hawai'i Island Recovery Initiatives.

In compliance with the above and the terms and conditions of the RFP, organizations are requested to submit applications to deliver services and further distributions of CARES Act funding to subrecipient non-profits, for profits and/or individual families in the following Category Areas.

### 3.1 COMMUNITY ASSISTANCE

#### 3.1.1 Food Assistance

**Goal:** Support the stabilization of local agricultural production, seafood, aquaculture and restaurants to ensure vulnerable households have access to food.

**Objectives:**

- Purchase of local agricultural, seafood and aquaculture products to stabilize distribution and market disruption as a result of the COVID-19 emergency.
- Purchase of prepared meals using local agricultural, seafood and aquaculture products from restaurants to support these businesses ability to stay in business as a result of COVID-19 emergency restrictions on operations.
- Distribute restaurant prepared meals including local agricultural, seafood and aquaculture products to vulnerable families.
- Purchase shelf-stable foods for distribution to vulnerable families.
- Establish contingencies to ensure vulnerable households have access to food when food drops do not meet demand.

**Target Population to be Served:** Agricultural producers, restaurateurs, and vulnerable families.

**Contract Awards:** \$250,000.00 to \$3,992,000.00.

#### 3.1.2 Childcare Business

**Goal:** Support childcare businesses in adjusting to meet current and projected childcare needs for families.

**Objectives:**

- Purchase PPE, sanitizers, disinfectants, temperature scanners, foggers, UV lights for current licensed providers.
- Economic support for licensed childcare providers, including expansion of operations and

incentives for new childcare providers.

- Provide grants to offset the expense of COVID-19 mitigation measures needed to reopen or remain open safely.
  - Expansion of physical footprint and operations.
  - Maintain social distancing efforts, avoid new cases of infection, relieve added expense for mitigation measures; keep employees and children safe.
  - Reimburse for gloves, wipes, disinfecting supplies, and signage.

**Target Population to be Served:** For profit-business and non-profit childcare providers.

**Contract Awards:** \$250,000.00 to \$2,500,000.00.

### **3.1.3 Community and Family Resilience**

**Goal:** Support new and existing social-related, health and wellness programs that build resilient communities through building capacity, supporting the creation, and strengthening of relationships that build social capital and foster cooperation and trust.

**Objectives:**

- Increase capacity of existing providers to deliver medical, mental, behavioral health and case management services which may include capital improvement projects.
- Delivery of training and technical assistance to organizations and communities to develop wellness and resilience skills.
- Increase access to free legal services to prevent eviction and homelessness.
- Increase the capacity of existing providers to deliver street medicine, outreach, and mobile hygiene services to mitigate COVID-19 effects and compliance with public health precautions.
- Support to Financial Empowerment Centers and Navigation Programs to increase delivery of financial education, counseling, and referral services.
- Support to programs that connect individuals who exited incarceration due to COVID-19 compliance with health precautions to housing and case management service.

**Target Population to be Served:** Hawai'i County residents.

**Contract Awards:** \$ 250,000.00 - \$4,000,000.00.

### **3.1.4 Connectivity Enhancement**

**Goal:** Facilitate distance learning and telework to maintain social distancing.

**Objectives:**

- Provide capacity to access the internet in neighborhoods that currently have poor to no service/signal.
  - Assure digital access for grade school children – not supported by the Department of Education, public charter schools or private schools – and digital access for the workforce.
  - Support children's required learning and enrichment with access to tablets.

- Support access to applications for federal and state public assistance benefits and compliance while remaining safely at home.

**Target Population to be Served:** All grade school children on island without access to public, charter or private school issued learning devices and broadband and the workforce.

**Contract Awards:** Maximum \$ 500,000.00

## 3.2 HAWAI'I ISLAND RECOVERY INITIATIVES

### 3.2.1 Business and Non-Profit Grants for Economic Assistance

**Goal:** Provide unduplicated responsive gap funding to support multiple businesses' and non-profits' core operations; safe on-going and reopening costs; and training and technical assistance.

**Objectives:**

- Support businesses and nonprofits in their ability to remain open for business and service during the COVID-19 emergency.
- Provide grants to respond to income gaps caused by operational interruptions caused by the COVID-19 emergency when other federal and state relief programs and other financing options are not available. Eligible expenses may include mortgage payment, rent or utilities.
- Provide targeted support for those businesses and non-profits less likely to qualify for federal or state support.
- Provide grants to offset the expense of COVID-19 mitigation measures needed to reopen or remain open safely.
  - Maintain social distancing efforts, avoid new cases of infection, relieve small businesses and non-profits of the added expense for mitigation measures; keep employees and customers safe; move the curve of COVID-19 down and move the curve of economic activity up.
  - Support businesses and non-profits in accessing masks, gloves, wipes, disinfecting supplies, signage and mobile units for businesses traveling to the island to work.
- Provide referrals, training or technical assistance for financial education, business counseling and other services.
- Funding to be delivered via direct reimbursement of expenses including making available lines of credit to facilitate cash flow needs.
- General Program Information: employees.
  - For period March 1, 2020 - December 30, 2020.
  - Eligible business and non-profits shall have no more than 50 employees.
  - Maximum payment up to \$10,000.00 of documented monthly rent, lease, or mortgage payments made to, including payments made to non-governmental utilities.
  - Businesses or non-profits must demonstrate they are suffering economic hardship due to the impact of COVID-19.

- Funding will be paid directly to the property owner or their authorized representative.
- The Contractor must enter its application information, status of application and award information in the designated database daily.
- Selected organizations will be required to use a Common Application to be provided by the County.

**Target Population to be Served:** Small and micro-business, entrepreneurs, artisans, agricultural producers, non-profits, etc. that employ 50 persons or less.

- Eligible businesses and non-profits must be registered in the State of Hawai'i, and owners must be residents of Hawai'i and business is located on Hawai'i Island and non-profits must employ residents of Hawai'i Island and provide direct services to the island's communities. No investment-type businesses or publicly traded businesses will be eligible.
- The program would include an application process and a willingness to be part of the County of Hawai'i's business database. This database would help develop a Disaster Response and Recovery Plan for future crisis.

**Eligible Contractors to Deliver Program(s):** Financial Institutions, Credit Unions and Non-Profit Organizations with experience in delivery of financial grant awards. Note: Contractor will be required to verify applicant's eligibility and enter award amount into a centralized County selected database.

**Contract Awards:** Minimum \$2,000,000.00.

### 3.2.2 Individual Grants to Prevent Housing Displacement

**Goal:** To provide unduplicated emergency monetary rent, lease, or mortgage assistance for primary place of residence for households directly impacted by the Coronavirus (COVID-19).

**Objectives:**

- Payments of 50% or \$ 500.00 /month of rent, lease, or mortgage, whichever is less, made directly to landlord for eligible primary residences in the County of Hawai'i.
- Provide financial counseling.

**General Program Information:**

- For period March 1, 2020 - December 30, 2020.
- Households must demonstrate they are suffering economic hardship and the inability to pay for such needs due to the impact of COVID-19.
- Full-time resident residing in the County of Hawai'i.t residing in the County of Hawai i.
- 18 years of age or older.
- Demonstrate a loss of income directly resulting from the COVID-19 pandemic.
- No asset limit.
- Household income of 100% of AMI or below.
- Selected organizations will be required to use a Common Application to be provided by the County.

- To minimize duplication of services, the Contractor will be required to verify applicant's eligibility, award amount and time period of award with the information in the centralized County selected database.
- The Contractor must enter its application information, status of application and award information in the designated database daily.
- Contractor must use a County designated on-line application.

**Target Population to be Served:** Hawai'i County households who meet the general program information eligibility requirements. Households currently receiving federal, state or county rental or mortgage assistance are not eligible. Households who previously received assistance through other COVID-19 federal or state funded programs for the requested period of time are not eligible.

**Eligible Contractors to Deliver Program(s):** Community Development Financial Institutions, Financial Empowerment Centers, Financial Opportunity Centers, or non-profit organizations that have on-island resources to deliver services.

**Contract Awards:** Minimum \$2,000,000.00 per organization for a total maximum award in this category of \$ 8,500,000.00.

### **3.2.3 Non-Government Utilities Assistance**

**Goal:** To provide unduplicated emergency monetary assistance to households directly impacted by the Coronavirus (COVID-19).

**Objectives:**

- Payments of up to \$500.00 made directly to non-governmental utility companies for eligible primary residences in the County of Hawai'i. in the County of Hawai i.
- Must have documentation to support non-government utility is for primary residence.
- Provide financial counseling.

**General Program Information:**

- For period March 1, 2020 - December 30, 2020.
- Households must demonstrate they are suffering economic hardship and the inability to pay for such needs due to the impact of COVID-19.
- Full-time resident residing in the County of Hawai'i. residing in the County of Hawai i.
- 18 years of age or older.
- Demonstrate a loss of income directly resulting from the COVID-19 pandemic.
- No asset limit.
- Household income of 100% of AMI or below.
- Selected organizations will be required to use a Common Application to be provided by the County.
- To minimize duplication of services, the Contractor will be required to verify applicant's eligibility, award amount and time period of award with the information in the centralized County selected database.

- The Contractor must enter its application information, status of application and award information in the designated database daily.
- Contractor must use a County designated on-line application.

**Target Population to be Served:** Hawai'i County residents whose current income does not exceed 100% of Adjusted Median Income (based on household size). No asset limit. Households currently receiving federal, state or county rental or mortgage assistance are not eligible. Households found eligible for the Low Income Emergency Assistance Program (LIHEAP) for program period 2020-2021 are not eligible. Households who previously received assistance through other COVID-19 federal or state funded programs are not eligible.

**Eligible Contractors to Deliver Program(s):** Organizations that currently manage existing utility assistance programs or have demonstrated experience in the delivery of similar type program(s). Note: Contractor will be required to verify applicant's eligibility and enter award amount into a centralized County selected database.

**Contract Awards:** Maximum Award \$ 1,500,000.00.



## **SECTION 4: PROPOSAL APPLICATION**

Funds may only be used for purposes as defined in the CARES Act. All proposals shall be subject to the provisions and stipulations of this RFP, including the following Proposal Specifications and the non-exclusive Grant Agreement attached hereto as Exhibit B and made a part hereof, which are subject to modification as determined by the County during its executive review process.

### **4.1 PROPOSAL PREPARATION**

The Organization shall prepare a written proposal in accordance with requirements of this Section and provide the proposal to the Department. Organizations 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 Organization in preparing or submitting the 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 that demonstrate alignment with CARES Act and the herein stated goals and objectives. Any proposal offering terms and conditions contradictory to those included, 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.

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

- The Organization's lack of responsibility or cooperation as shown by past work or services.
- 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.
- The proposal shows any noncompliance with applicable law.

### **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. If any material is returned, it will be at the option of the Department.

Proposal information that is considered by the proposer to be proprietary shall be identified by the proposer as such and sealed in a separate envelope. If information is not identified as proprietary, the County reserves the right to use any or all ideas presented in any of the proposals. Selection or rejection of the proposal does not affect this right. In evaluating proposals, any pages marked "PROPRIETARY," "CONFIDENTIAL" or otherwise clearly intended not to be made public WILL NOT be considered, except those dealing with financial resources and condition or references, existing customers and the like. Thus, if all pages of a proposal are marked as not public information or a cover document indicates the entire proposal is proprietary or otherwise restricted, the proposal may be rejected. The Department shall have the option of (1) requesting that sections improperly marked as proprietary be amended or (2) rejecting the proposal without further action.

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

#### 4.4 PROPOSAL SPECIFICATIONS

##### 4.4.1 PROPOSAL FORMAT AND REQUIRED FORMS

Organizations must submit a proposal that follows the Proposal Narrative Guidelines. A complete proposal includes the following sections in the order shown below:

- A. Exhibit A-1: A complete Grant Application Form and signed acknowledgement.
- B. Exhibit A-2: Project Budget Form: Project Income and Project Expense Budgets.
- C. Exhibit A-3: Organization Information and Document Cover Sheet
- D. Exhibit A-4: Conflict Disclosure Form
- E. Exhibit A-5: Proposal Narrative

The Proposal must be typed on a maximum of eight (8) pages of plain white letter-sized paper with one-inch margins on all sides in a font size no smaller than twelve (12) points. The proposal, not including the required forms, is limited to eight (8) pages.

- F. Attachments: All organizational document listed on Exhibit A-3, and any other pertinent documents.

#### 4.5 PROPOSAL NARRATIVE GUIDELINES

The proposal narrative shall include the sections as numbered and labeled below and must address all requested information.

- A. PROJECT ABSTRACT (maximum one (1) page):
  - 1. Brief description of the proposed project including public purpose to be delivered to multiple beneficiaries and processes to avoid duplication of benefits. Note: County's centralized selected database will be available for

use and selected contractors will be required enter subaward amounts and related data.

2. Overall timetable of the proposed project. Project must be initiated after grant agreement execution and conclude no later than December 30, 2020. Eligible reimbursable payments may extend back to March 1, 2020.
3. Budget summary (differentiate CARES Act and other funds).

B. PROJECT NARRATIVE – (maximum five (5) page):

1. Describe all planned project activities, the project timeline, and the location and/or facilities used.
2. Explain the roles and qualifications of project personnel.
3. Explain the project outputs (i.e., what the project activities will *produce* or *accomplish*). Describe the specific measures that will be used to evaluate project outputs and specify the performance targets for each measure (i.e., *how much* of the measure is expected). These measures should be specific, results-oriented, and achievable.
4. Explain how the expected project outputs help to achieve the category goals and objectives selected in Exhibit A-1.

C. BUDGET NARRATIVE – (maximum one (1) page):

1. Provide a detailed explanation of sources of funds committed to the proposed project.
2. Exhibit A-2: EXPENSES. Explain expenses in terms of the project activities described above.
3. Explain the consequences if this grant is lower than requested.

D. ORGANIZATION QUALIFICATION – (maximum one (1) page):

1. Describe the applicant's history, mission, goals, target population served, past accomplishments, including community partners or examples of past partnerships.
2. Explain the applicant's experience or expertise in performing work similar to the proposed project.
3. Explain the duration and strength of project partnerships.
4. Describe fiscal and administrative controls in place to properly manage CARES Act funds and provide weekly and monthly reports.
5. Explain the applicant's ability to deliver the project during COVID-19 work constraints, social distancing and other relevant restrictions.

#### 4.6 SUBMISSION INSTRUCTIONS

Electronic Submission Only. One complete original application package that includes Exhibits A-1, A-2, A-3, A-4, all current organizational documents, and the Proposal Narrative comprising

the Abstract, Project Narrative, and Budget Narrative.

Proposal packages must be received on or before 4:30 p.m. Hawai'i-Aleutian Standard Time on Tuesday, July 21, 2020, via electronic submission to [cohCARES@hawaiicounty.gov](mailto:cohCARES@hawaiicounty.gov).

All proposals will be acknowledged as to 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 mail, hand-delivered or fax will not be accepted.

Proposals received 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**

### **5.1. AWARD OF CONTRACT**

The Organization, upon being selected for grant funding, will be notified of the 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 Organization prior to execution of the grant agreement shall be at the Organization's own risk.

### **5.2 EXECUTION OF CONTRACT**

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

### **5.3 INDEMNIFICATION**

If selected, the Organization 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 Contractors subcontractors, agents and/or employees, until such time as action against the Contractor for death, injuries, losses and damages is barred by the provisions of Chapter 657, HRS, as amended, relating to limitations of action.

### **5.4 REPORTING REQUIREMENT**

If selected, the Organization shall be required to provide weekly and monthly reports, including a final report of the funded project to the Department. County funding must be acknowledged in this report and in all other publications based on the project results. 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) (<http://www.hawaiicounty.gov/lb-file-review/files/county-code/chapter02.pdf>) must be complied with before an award may be made.

Requisite disclosures shall be made to the Department, if relevant.

### 5.5.1 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 or any other staff of the Department of Finance;
- F. The Director or any staff of the Department of Research and Development; and
- 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 all mitigation measures to avoid, in fact or appearance, any conflict of interest.

## EXHIBIT A-1—GRANT APPLICATION FORM

Department of Research and Development  
Coronavirus Relief Fund Grants for Community Assistance  
and Hawai'i Island Recovery Initiatives

Project Title \_\_\_\_\_  
Organization Name \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email Address \_\_\_\_\_

### Project Category (select one):

#### COMMUNITY ASSISTANCE

Food Assistance

Goal: Support the stabilization of local agricultural production, seafood, aquaculture and restaurants to ensure vulnerable households have access to food.

Objectives:

- Purchase of local agricultural, seafood and aquaculture products to stabilize distribution and market disruption as a result of the COVID-19 emergency.
- Purchase of prepared meals using local agricultural, seafood and aquaculture products from restaurants to support these businesses ability to stay in business as a result of COVID-19 emergency restrictions on operations.
- Distribute restaurant prepared meals including local agricultural, seafood and aquaculture products to vulnerable families.
- Purchase shelf-stable foods for distribution to vulnerable families.
- Establish contingencies to ensure vulnerable households have access to food when food drops do not meet demand.

Childcare Business

Goal: Support childcare businesses in adjusting to meet current and projected childcare needs for families.

Objectives:

- Purchase PPE, sanitizers, disinfectants, temperature scanners, foggers, UV lights for current licensed providers.
- Economic support for licensed childcare providers, including expansion of operations and incentives for new childcare providers.
- Provide grants to offset the expense of COVID-19 mitigation measures

needed to reopen or remain open safely.

- Expansion of physical footprint and operations.
- Maintain social distancing efforts, avoid new cases of infection, relieve added expense for mitigation measures; keep employees and children safe.
- Reimburse for gloves, wipes, disinfecting supplies, and signage.

#### Community and Family Resilience

Goal: Support new and existing social-related, health and wellness programs that build resilient communities through building capacity, supporting the creation and strengthening of relationships that build social capital and foster cooperation and trust.

Objectives:

- Increase capacity of existing providers to deliver medical, mental, behavioral health and case management services which may include capital improvement projects.
- Delivery of training and technical assistance to organizations and communities to develop wellness and resilience skills.
- Increase access to free legal services to prevent eviction and homelessness.
- Increase the capacity of existing providers to deliver street medicine, outreach and mobile hygiene services to mitigate COVID-19 effects and compliance with public health precautions.
- Support to Financial Empowerment Centers and Navigation Programs to increase delivery of financial education, counseling and referral services.
- Support to programs that connect individuals who exited incarceration due to COVID-19 compliance with health precautions to housing and case management services.

#### Connectivity Enhancement

Goal: Facilitate distance learning and telework to maintain social distancing.

Objectives:

- Provide capacity to access the internet in neighborhoods that currently have poor to no service/signal.
  - Assure digital access for grade school children – not supported by the Department of Education, public charter schools or private schools –and digital access for the workforce.
  - Support children’s required learning and enrichment with access to tablets.
  - Support access to applications for federal and state public assistance benefits and compliance while remaining safely at home.



## HAWAI'I ISLAND RECOVERY INITIATIVES

### Business and Non-Profit Grants for Economic Assistance

Goal: Provide unduplicated responsive gap funding to support multiple businesses' and non-profits' core operations; safe on-going and reopening costs; and training and technical assistance.

Objectives:

- Support businesses and nonprofits in their ability to remain open for business and service during the COVID-19 emergency.
- Provide grants to respond to income gaps caused by operational interruptions caused by the COVID-19 emergency when other federal and state relief programs and other financing options are not available. Eligible expenses may include mortgage payment, rent or utilities.
- Provide targeted support for those businesses and non-profits less likely to qualify for federal or state support.
- Provide grants to offset the expense of COVID-19 mitigation measures needed to reopen or remain open safely.
  - Maintain social distancing efforts, avoid new cases of infection, relive small businesses and non-profits of the added expense for mitigation measures; keep employees and customers safe; move the curve of COVID-19 down and move the curve of economic activity up.
  - Support businesses and non-profits in accessing masks, gloves, wipes, disinfecting supplies, signage and mobile units for businesses traveling to the island to work.
- Provide referrals, training or technical assistance for financial education, business counseling and other services.
- Funding to be delivered via direct reimbursement of expenses including making available lines of credit to facilitate cash flow needs.

## INDIVIDUAL GRANTS TO PREVENT HOUSING DISPLACEMENT

### Rent, Lease, or Mortgage Assistance

Goal: To provide unduplicated emergency monetary rent, lease or mortgage assistance for primary place of residence for households directly impacted by the Coronavirus (COVID-19).

Objectives:

- Payments of 50% or \$500.00/month of rent, lease, or mortgage, whichever is less, made directly to landlord for eligible primary residences in the County of Hawai'i.
- Provide financial counseling.

Non-Government Utilities Assistance

Goal: To provide unduplicated emergency monetary assistance to households directly impacted by the Coronavirus (COVID-19).

Objectives:

- Payments of up to \$500.00 made directly to non-governmental utility companies for eligible primary residences in the County of Hawai'i.
- Must have documentation to support non-government utility is for primary residence.
- Provide financial counseling.

<b>Funding Summary.</b>	<b>Amount</b>
CARES Act Funds Requested.	\$ _____
Funds From Other Sources (if available).	\$ _____
In-kind Contribution Value (if available).	\$ _____
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)

\_\_\_\_\_  
Title

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

## EXHIBIT A-2—PROJECT BUDGET FORM: INCOME

Department of Research and Development  
 Coronavirus Relief Fund Grants for Community Assistance  
 and Hawai'i Island Recovery Initiatives

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

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.

CASH	Anticipated	Committed	Total
CARES Act Award			
Applicant Organizational Budget			
Other Funding Sources			
<b>Total Cash Income</b>			
IN-KIND CONTRIBUTION	Anticipated	Committed	Total
<b>Total In-Kind Contributions</b>			
<b>TOTAL PROJECT INCOME</b>			

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## **EXHIBIT A-2—PROJECT BUDGET INSTRUCTIONS: EXPENSES**

### Coronavirus Relief Fund Grants for Community Assistance and Hawai'i Island Recovery Initiatives

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. Total Project Income must equal Total Project Expenses. During the contract period, any line item expense that exceeds 15% of the budgeted amount must be pre-approved by the Department in writing.

Administrative Expenses shall not exceed 15% for Community Assistance applications. Administrative Expenses shall not exceed 5% without justification and in no case shall exceed 10% for Hawai'i Island Recovery Initiatives.

Typical Administrative Expenses include grant management, grant reporting, and fiscal management activities such as bookkeeping, banking, and recordkeeping.

Project expense estimates must be reasonable, directly related to the proposed project, and clearly described and justified in the budget narrative.

Federal requirements establish that grant award funds may only be used to cover costs that are necessary expenditures due to the public emergency with respect to the Coronavirus Disease (COVID-19) and were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.



## EXHIBIT A-3—ORGANIZATIONAL INFORMATION AND DOCUMENTS

Department of Research and Development  
Coronavirus Relief Fund Grants for Community Assistance  
and Hawai'i Island Recovery Initiatives

Project Title

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**A. Please provide the following organizational information.**

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

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

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3. Organization physical address.  

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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.  

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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, if required per by-laws.
4. A current Board of Directors list including names, titles, addresses, occupations and terms of office for all officers and members of the Board of Directors.
5. A list of persons who will execute the project and manage the funded activities. Include descriptions of their education, work experience and qualifications. Current *curriculum vitae* may be used to provide descriptions of education, work experience and qualifications.
6. Copy of IRS verification of tax-exempt status, if applicable.

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## EXHIBIT A-4—CONFLICT DISCLOSURE FORM

Department of Research and Development  
Coronavirus Relief Fund Grants for Community Assistance  
and Hawai'i Island Recovery Initiatives

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

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

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

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

- 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 or any staff of the Department 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 A-5—NARRATIVE**

### Department of Research and Development Coronavirus Relief Fund Grants for Community Assistance and Hawai'i Island Recovery Initiatives

#### **PROJECT ABSTRACT** – (maximum one (1) page):

Brief description of the proposed project including public purpose to be delivered to multiple beneficiaries and processes to avoid duplication of benefits. Note: County's centralized selected database will be available for use and selected contractors will be required enter subaward amounts and related data.

Overall timetable of the proposed project. Project must be initiated after contract execution and conclude no later than December 30, 2020. Eligible reimbursable payments may extend back to March 1, 2020; provide specific justification.

Budget summary (differentiate CARES Act and other funds).

---

#### **PROJECT NARRATIVE** – (maximum five (5) pages.):

Describe all planned project activities, the project timeline, and the location and/or facilities used.

Explain the roles and qualifications of project personnel.

Explain the project outputs (i.e., what the project activities will *produce* or *accomplish*). Describe the specific measures that will be used to evaluate project outputs and specify the performance targets for each measure (i.e., *how much* of the measure is expected). These measures should be specific, results-oriented, and achievable.

Explain how the expected project outputs help to achieve the CARES goals and objectives selected in Exhibit A-1.

---

#### **BUDGET NARRATIVE** – (maximum one (1) page):

Provide a detailed explanation of sources of funds committed to the proposed project.

Explain expenses in terms of the project activities described above.

Explain the consequences if the grant award is lower than requested.

---

**ORGANIZATION QUALIFICATION** – (maximum one (1) page):

Describe the applicant's history, mission, goals, target population served, past accomplishments, including community partners or examples of past partnership.

Explain the applicant's experience or expertise in performing work like the proposed project.

Explain the duration and strength of project partnerships.

Describe fiscal and administrative controls in place to properly manage CARES Act funds and provide weekly and monthly reports.

Explain the applicant's ability to deliver the project during COVID-19 work constraints, social distancing, and other relevant restrictions.

## EXHIBIT B – SAMPLE GRANT AGREEMENT

### CARES ACT GRANT AGREEMENT

Contract No. **enter contract number**

THIS CARES ACT GRANT AGREEMENT, Contract No. **enter contract number** (“AGREEMENT”) is made and entered into by and between the COUNTY OF HAWAI‘I (“COUNTY”), with its principal place of business at 25 Aupuni Street, Hilo, Hawai‘i 96720, and **enter the name of the organization** (“GRANTEE”), by its **enter position of person**, with its principal place of business at **enter organization’s address**.

#### WITNESSETH:

WHEREAS, the State of Hawai‘i received a Coronavirus Relief Fund (CRF) award of \$862,823,979 from the U.S. Treasury, as appropriated in Section 5001 of the Coronavirus Relief Aid, Relief, and Economic Security Act (“CARES Act”), P.L. 116-136.

WHEREAS, the State of Hawai‘i has provided a sub-award to the COUNTY to respond to the Coronavirus Disease 2019 (COVID-19) public health emergency.

WHEREAS, payments from the CRF may only be used to cover costs that: (1) are necessary expenditures incurred due to the public health emergency with respect to the COVID-19; (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

WHEREAS, on **enter date**, the COUNTY issued a Request for Proposals (RFP) in compliance with Chapter 103D of the Hawai‘i Revised Statutes (HRS), as amended, and closed the RFP on **enter date**.

WHEREAS, a selection panel was convened, evaluated the proposal(s) received for the Category Areas solicited, and recommended an award to GRANTEE.

WHEREAS, the COUNTY is required by federal law, and by its grant agreement with the State of Hawai‘i, to impose various terms and conditions, including expedited reporting requirements, on the GRANTEE.

WHEREAS, the terms and conditions, including exhibits, of the RFP and the terms and conditions of the GRANTEE’S application, and any amendments thereto as may be approved by the COUNTY, are incorporated herein by reference.

NOW, THEREFORE, the COUNTY and the GRANTEE in consideration of the mutual promises hereinafter set forth, hereby agree as follows:

1. PROJECT. The COUNTY agrees to provide funding to the GRANTEE for the development and implementation of the **enter title of the program** (“Project”). The Project description is incorporated by reference to this Agreement as Exhibit **enter exhibit number**.

2. FINANCING. The GRANTEE hereby acknowledges and agrees that the COUNTY'S total contribution for the GRANTEE'S approved project shall not exceed **enter and spell out dollar amount in capital letters** AND NO/100 DOLLARS (\$**enter the dollar amount using numbers.00**). It is expressly understood and agreed that in no event will the COUNTY'S total contribution exceed this amount.

3. METHOD OF PAYMENT. The COUNTY shall make available to the GRANTEE upon after the effective date of this AGREEMENT a total amount of **enter and spell out dollar amount in capital letters** AND NO/100 DOLLARS (\$**enter dollar amount using numbers.00**).

4. FINAL PAYMENT. A final payment of **enter and spell out dollar amount in capital letters** AND NO/100 DOLLARS (\$**enter dollar amount using numbers.00**) shall be made to the GRANTEE upon the COUNTY's receipt and approval of the GRANTEE's written final report of the results of the Project.

5. PERFORMANCE PERIOD; FUND APPLICATION. Funding has been authorized for eligible expenditures related to the Project incurred between March 1, 2020 and December 30, 2020. The performance period for this grant is March 1, 2020 to December 30, 2020. All expenditures must be incurred, and all services must be provided within the performance period. COUNTY will not be obligated to reimburse expenses incurred after the performance period, and GRANTEE will be obligated to repay COUNTY for any funds received but not expended within the performance period. All funds not expected to be expended by December 30, 2020 shall be returned to the COUNTY by **enter date**. Funding shall be expended for authorized eligible expenditures in accordance with the Project budget, delineated in the Project submittal attached hereto and incorporated by reference as Exhibit **enter exhibit number**. When required to do so in writing, the GRANTEE shall repay the COUNTY for any amounts disbursed that the COUNTY determines were not used for authorized purposes, or were used in violation of Federal, State, or County statutes, regulations or guidelines. The COUNTY may also withhold such amounts from any allowable reimbursement request of the GRANTEE.

6. NOTICE TO PROCEED. GRANTEE shall not proceed with the Project until the COUNTY has given GRANTEE a written Notice to Proceed.

7. COMPLIANCE. This AGREEMENT is funded by a Coronavirus Relief Funds (CRF) Federal Subaward obtained by the COUNTY from the State of Hawai'i. The "Coronavirus Relief Fund Hawai'i State-County Handbook" ("Handbook") is attached as Exhibit **enter exhibit number**. GRANTEE, in entering into this Agreement, agrees to comply with the Handbook and the terms and conditions therein, and to assist the COUNTY in successfully completing the requirements of the Handbook. Additionally, GRANTEE shall comply with any and all applicable State, County and Federal statutes, regulations, codes, directives and guidelines related to the performance of this Agreement, including any statutory law related to contracting with the State of Hawai'i.

8. PURCHASE OF ALCOHOL PROHIBITED. Any funds contributed by the COUNTY under this agreement shall not be used for the purchase of alcohol for consumption. No exceptions shall apply.

9. PROMOTIONAL AND EDUCATIONAL MATERIALS. The GRANTEE shall

acknowledge the County of Hawai'i as contributor of funds in all printed, broadcast, other advertisement, promotional and educational materials and documents relating to the GRANTEE'S Project.

10. TAX CLEARANCE. The GRANTEE must be licensed and accredited in accordance with applicable requirements of Federal, State, and County laws. If the amount of funding provided by the COUNTY for the GRANTEE'S Project is \$2,500 or greater, the GRANTEE shall apply to the Hawai'i State Tax Office and the Internal Revenue Service in accordance with Act 190, Hawai'i Revised Statutes Section 103D-310(c), for a Tax Clearance prior to the execution of this AGREEMENT and again before final payment can be made by the COUNTY to the GRANTEE. Compliances are also required from the State of Hawai'i Department of Commerce and Consumer Affairs and the State of Hawai'i Department of Labor and Industrial Relations prior to execution. In the event the GRANTEE is unable to furnish the appropriate certificates and clearances within ten (10) calendar days of being requested to do so, the COUNTY may proceed to re- open negotiations with the other acceptable submittals.

11. AUDIT AND RECORD REQUIREMENTS. The GRANTEE 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 funds. The books, records and documents shall be subject at all reasonable times to inspection, reviews, or audits by the COUNTY in order that the Project, management, and fiscal policies of the GRANTEE may be evaluated to assure the proper and effective expenditure of public funds. Additionally:

- a. *Cooperation with Monitoring, Audits, and Records Requirements.* All records and expenditures are subject to, and GRANTEE agrees to comply with, monitoring and/or audits conducted by the United States Department of Treasury's Inspector General, the Office of the Auditor of the State of Hawai'i, and the County Department of Finance. The GRANTEE shall maintain under Generally Accepted Accounting Principles (GAAP) or Government Accounting Standards Board (GASB) principles, adequate records that ensure proper accounting for all costs and performances related to this AGREEMENT.
- b. *Single Audit Requirements.* Any Grantee expending \$750,000 or more in federal funds in a fiscal year may be subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- c. *Requirement to Address Audit Findings.* If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this AGREEMENT, applicable laws, regulations, or the GRANTEE'S obligations hereunder, the GRANTEE agrees to propose and submit to COUNTY a corrective action plan to correct such discrepancies or inadequacies within twenty-five (25) calendar days after the GRANTEE'S receipt of the findings.
- d. The GRANTEE shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from COUNTY under this AGREEMENT. Audit trails maintained by the GRANTEE will, at a minimum, identify the supporting

deficiencies. If no corrective action is taken, the COUNTY may take such action authorized by this AGREEMENT and/or by law, including termination.

16. **TERMINATION:** The COUNTY may, in its sole discretion, terminate this AGREEMENT for convenience or otherwise, without recourse, liability or penalty against COUNTY, upon written notice to GRANTEE. Additionally:

- a. In the event Grantee fails to perform or comply with an obligation or a term, condition or provision of this AGREEMENT, the COUNTY may notify the GRANTEE in writing of the delay or nonperformance, and if not cured in five (5) working days, the COUNTY may terminate this AGREEMENT in its entirety, or any part thereof, or the COUNTY may, upon written notice to GRANTEE, terminate this agreement for cause, without further notice or opportunity to cure. Such notification will state the effective date of termination, and if no effective date is specified, the effective date will be the date of the notification.
- b. COUNTY and GRANTEE may mutually agree to terminate this AGREEMENT. COUNTY in its sole discretion will determine if, as part of the agreed termination, GRANTEE is required to return any or all the disbursed grant funds.
- c. Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law, or under this AGREEMENT, including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 – 200.342. Following termination by COUNTY, GRANTEE shall continue to be obligated to COUNTY for the return of grant funds in accordance with applicable provisions of this AGREEMENT. In the event of termination under this section, COUNTY’S obligation to reimburse GRANTEE is limited to allowable costs incurred and paid by the GRANTEE prior to the effective date of termination, and any allowable costs determined by COUNTY in its sole discretion to be reasonable and necessary to cost-effectively wind up the AGREEMENT. Termination of this AGREEMENT for any reason or expiration of this AGREEMENT shall not release the parties from any liability or obligation set forth in this AGREEMENT that is expressly stated to survive any such termination or expiration.

Notwithstanding any expiration or termination of this AGREEMENT, the rights and obligations pertaining to the grant, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this AGREEMENT.

17. **RECAPTURE OF FUNDS.** The discretionary right of COUNTY to terminate this AGREEMENT for convenience notwithstanding, COUNTY shall have the right to terminate the AGREEMENT and to recapture, and be reimbursed for any payments made by COUNTY: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are otherwise inconsistent with this AGREEMENT, including any unapproved expenditures. In addition, if the State of Hawai‘i determines for any reason that COUNTY must repay Coronavirus Relief Funds provided to GRANTEE, GRANTEE shall reimburse the COUNTY for the repayment.



18. **AUTHORITY TO WITHHOLD MONEY DUE OR PAYABLE.** The COUNTY may withhold such amounts due or to become payable under this AGREEMENT to the GRANTEE as may be necessary to protect the COUNTY against liability or to satisfy the obligations of the GRANTEE to the COUNTY.

19. **PUBLIC INFORMATION AND MEETINGS.** Notwithstanding any provision of this AGREEMENT to the contrary, the GRANTEE acknowledges that parties to this AGREEMENT are subject to the Hawai'i Uniform Information Practices Act (UIPA), Chapter 92F, Hawai'i Revised Statutes. The GRANTEE acknowledges that information created or exchanged in connection with this AGREEMENT, including all documentation submitted to COUNTY, is subject to the UIPA, whether created or produced by the GRANTEE or any third party, and the GRANTEE agrees that information not otherwise excepted from disclosure under the UIPA, will be available in a format that is accessible by the public at no additional charge to COUNTY or State of Hawai'i. The GRANTEE will cooperate with COUNTY in the production of documents or information responsive to a request for information.

20. **FALSE STATEMENTS BY GRANTEE.** By acceptance of this AGREEMENT, the GRANTEE makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this AGREEMENT. If applicable, the GRANTEE will comply with the requirements of 31 USC § 3729, which set forth that no grantee of federal payments shall submit a false claim for payment. If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the GRANTEE signs or executes the AGREEMENT with a false statement or it is subsequently determined that the GRANTEE has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this AGREEMENT, then COUNTY may consider this act a possible default under this AGREEMENT and may terminate or void this AGREEMENT for cause and pursue other remedies available to COUNTY under this AGREEMENT and applicable law. False statements or claims made in connection with COUNTY grants may result in fines, imprisonment, and debarment from participating in county, state or federal grants or contracts, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

21. **CONFLICT OF INTEREST SAFEGUARDS.** The GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The GRANTEE will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this AGREEMENT.

22. **FRAUD, WASTE, AND ABUSE.** The GRANTEE understands that COUNTY does not tolerate any type of fraud, waste, or misuse of funds. COUNTY'S policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law or standards of ethical conduct will be investigated, and appropriate actions will be taken. The GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal, state, and county grants, recoupment of monies provided under an award,

and civil and/or criminal penalties. In the event GRANTEE becomes aware of any allegation or a finding of fraud, waste, or misuse of funds, the GRANTEE is required to immediately notify the State Department of the Attorney General (ATG) (586-1500) of said allegation or finding and to continue to inform ATG of the status of any such on-going investigations. The GRANTEE must also promptly refer to ATG any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor, or other person has – (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. GRANTEES must also immediately notify the ATG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements.

23. CERTIFICATION REGARDING LOBBYING. By entering into this AGREEMENT, GRANTEE is certifying:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the GRANTEE, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- c. The GRANTEE shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The GRANTEE certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, GRANTEE understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to this certification and disclosure, if any.

24. SEVERABILITY. If any provisions of this AGREEMENT are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or

deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this AGREEMENT, as modified, enforceable, and the remainder of this AGREEMENT and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

25. **AMBIGUITIES.** To the extent the terms and conditions of this AGREEMENT do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this AGREEMENT and in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this AGREEMENT and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this AGREEMENT. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the AGREEMENT.

26. **SYSTEM FOR AWARD MANAGEMENT (SAM) REQUIREMENTS.** The GRANTEE agrees to comply with applicable requirements regarding registration with the federal System for Award Management (SAM) (or with a successor government-wide system officially designated by the federal Office of Management and Budget (OMB) and, if applicable, the federal funding agency). These requirements include maintaining current registrations and the currency of the information in SAM. The GRANTEE will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 CFR Part 25.

The GRANTEE will comply with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The GRANTEE certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

The GRANTEE certifies that it and its principals are eligible to participate in this AGREEMENT and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity.

27. **CLEAN AIR ACT.** The following is only applicable if the amount of the contract exceeds \$150,000: (1) GRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (2) GRANTEE agrees to report each violation to ATG and understands and agrees that the ATG will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) GRANTEE agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this AGREEMENT.

28. **FEDERAL WATER POLLUTION CONTROL ACT.** The GRANTEE agrees to: (1) comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; (2) report each violation to ATG and

understands and agrees that the ATG will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this AGREEMENT.

29. **PROCUREMENT OF RECOVERED MATERIALS.** In the performance of this AGREEMENT, the GRANTEE shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (1) competitively within a timeframe providing for compliance with the contract performance schedule; (2) meeting contract performance requirements; or (3) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

30. **PROPERTY MANAGEMENT AND INVENTORY.** The GRANTEE must ensure equipment purchased with grant funds is used for the purpose of the grant. The GRANTEE must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this grant. The GRANTEE must account for any real and personal property acquired with grant funds or received from the Federal Government in accordance with 2 CFR 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the GRANTEE, according to the requirements listed herein. When original or replacement equipment acquired under this award by the GRANTEE is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency the GRANTEE must make proper disposition of the equipment pursuant to 2 CFR 200. The GRANTEE will maintain specified equipment management and inventory procedures for equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater. The equipment and inventory procedures include:

- a. The GRANTEE must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and the final Financial Status Report.
- b. The GRANTEE must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- c. The GRANTEE shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

31. **PROCUREMENT PRACTICES AND POLICIES.** The GRANTEE must follow

applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods.

32. CONTRACT PROVISIONS UNDER FEDERAL AWARDS. All contracts made by a GRANTEE under a federal award must contain the provisions outlined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

33. INDEMNITY. The GRANTEE 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 this AGREEMENT by the GRANTEE or the GRANTEE'S subcontractors, agents and/or employees, until such time as action against the GRANTEE for death, injuries, losses and damages is barred by the provisions of Chapter 657, HRS, as amended, relating to limitations of actions.

34. LAWS AND REGULATIONS. The GRANTEE shall be responsible for being fully informed of all county, state and federal laws, ordinances, codes, rules and regulations, which in any manner may affect this AGREEMENT 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; and
- g. Nondiscrimination Clause: During the performance of this contract, the GRANTEE agrees as follows:
  - i. The GRANTEE 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 non-discrimination in federally assisted programs.
  - ii. The GRANTEE 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.
  - iii. The GRANTEE shall not discriminate against any employee or applicant for employment because 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. The GRANTEE shall assure that applicants are employed



35. REMEDIES NOT EXCLUSIVE. The express provision herein of certain measures that 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.

36. FORUM SELECTION. No action or proceeding involving this AGREEMENT 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, and no action commenced in such court shall be removed or transferred to any other state or federal court.

37. GRANTEE'S FAILURE TO COMPLY WITH ALL REQUIREMENTS OF THE REQUEST FOR PROPOSALS AND CONTRACTUAL OBLIGATIONS. The GRANTEE'S failure to comply with any and all of the conditions of this AGREEMENT and the RFP, referenced herein and made a part hereof, may result in the denial or rejection of future funding to the GRANTEE from the COUNTY.

38. ASSIGNMENT. The GRANTEE may not assign rights or duties under an award, or subcontract delivery of services, without the prior written consent of the COUNTY. Such consent shall not relieve the GRANTEE of liability in the event of default by its assignee.

39. 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 this AGREEMENT.

40. NON-DEBARMENT REQUIREMENTS. The GRANTEE 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 GRANTEE shall immediately notify the COUNTY should their debarment status change anytime during the performance period.

41. CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY GRANTEES ARE PROHIBITED. The GRANTEE agrees to comply with HRS Section 11-355, which states that campaign contributions are prohibited from a State and County government GRANTEE during the term of the contract if the GRANTEE is paid with funds appropriated by the legislative body between the execution of the contract through the completion of the contract.

42. CODE OF ETHICS. GRANTEE has complied with HCC § 2-83(c), if applicable. GRANTEE 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT effective as of the date of the last signatory below.

APPROVAL RECOMMENDED

COUNTY OF HAWAI'I

\_\_\_\_\_  
DIANE L. LEY, Director  
Department of Research and Development  
County of Hawai'i

Dated: \_\_\_\_\_

\_\_\_\_\_  
HARRY KIM  
Mayor

Dated: \_\_\_\_\_

ENTER NAME OF ORGANIZATION

\_\_\_\_\_  
ENTER NAME

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Deputy Corporation Counsel

Dated: \_\_\_\_\_