

DEPARTMENT OF HAWAIIAN HOME LANDS  
REQUEST FOR PROPOSAL NO. RFP-24-HHL-004  
"Grant for Community Capacity Building (Statewide)"

PROPOSAL SUBMISSION INFORMATION SHEET

PROPOSAL SUBMISSION DEADLINE  
Monday, January 8, 2024, 4:00 PM, HST

THE APPLICANT IS **REQUIRED** TO SUBMIT:

One (1) electronic copy of the proposal in Portable Document Format (PDF) and/or JPEG/JPG Format sent as an attachment(s) to the DHHL Grants email address below:

**DHHL.GrantsRFP@hawaii.gov**

DO NOT include links to a websites nor cloud storage (e.g., Dropbox, etc.)

A complete proposal submission is defined as all components received by DHHL to the email address above and received by the deadline specified above.

**NO EXCEPTONS SHALL BE MADE**

If the electronic copy of the proposal is not received by the deadline above, the proposal shall be considered late. Any proposals received after the designated date and time will be rejected.

REQUIREMENTS:

1. Submit your proposal in whole to the email address listed above.
2. In the Subject Line of the email, please type the RFP number and applicant's name  
EXAMPLE: Subject Line: RFP-24-HHL-004 NAME OF APPLICANT
3. If the PDF/JPEG file size is too large, you may break it down into smaller size PDF/JPEG and send in a series of consecutive emails. Please label accordingly.  
EXAMPLE:  
RFP-24-HHL-004 NAME OF APPLICANT PART 1  
RFP-24-HHL-004 NAME OF APPLICANT PART 2

Sender will receive a confirmation back within twenty-four (24) hours. If you do not receive a confirmation, please contact DHHL Planning Office] by phone (808.620.9480) or email (DHHL.Grants@hawaii.gov}. DHHL is not responsible for mislabeled electronic submittals or proposals submitted to a different email address other than the specific email address above.

4. Applicants are responsible for assembling their proposal and for making a one-time electronic submission to DHHL. Proposal components received piece meal (throughout

the day or on different days or from different senders, etc.) will not be accepted and shall be considered incomplete.

The Applicant bears complete responsibility for the submission of its proposal in electronic form to DHHL, including assuring the application *is* complete and correct, and assumes the risk that the electronic copies may not be readable by DHHL.

The Applicant is strongly encouraged to submit all electronic copies of the proposal submission in advance of the deadline. This *will* allow the Applicant opportunity to:

1. Assure that the electronic copies have been received by DHHL in a timely manner;
2. Assure that DHHL can open and read the proposal; and
3. Allow time for the Applicant to re-submit the proposal, if **DHHL** is unable to open and/or read the electronic application.

Proposals sent by facsimile (fax); USE/flash drive; or paper copies to any DHHL office shall not be accepted.

It is the Applicant's responsibility to access the Hawaii Awards and Notices Data System (HANDS) on the State Procurement Office (SPO)'s website: (<https://hands.ehawaii.gov/hands/opportunities>) for information on Bidding Opportunities (Notices of Solicitations) or to contact the Contract Administrator regarding any subsequently issued addendum to this RFP.

**OPTIONAL:**

DHHL will conduct orientation sessions on the following dates and times. Sessions will be repeated.

- Monday, November 13, 2023 - 12:00 PM - 1:00 PM HST
- Wednesday, November 15, 2023 - 7:00 PM- 8:00 PM HST

Interested persons who wish to attend the orientation may visit the DHHL website for information on how to join by videoconference or by telephone - [dhhl.hawaii.gov/procurement/](http://dhhl.hawaii.gov/procurement/) Recording of the orientation will be available at the DHHL website listed above.

Applicants are encouraged to submit written questions at any time. DHHL may provide responses to questions posed at the orientation sessions at DHHL's discretion. However, responses provided at the orientation sessions are only intended as general direction and may not represent DHHL's position. Formal official responses will be provided in writing. To ensure a written response, questions posed at any orientation session should be submitted in writing, but no later than the submittal deadline for written questions in Section I.V. Timetable. Submit written questions to the following email address: [DHHL.Grants@hawaii.gov](mailto:DHHL.Grants@hawaii.gov)

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## **Section 1 - Solicitation Description and Administrative Overview**

### **I. Solicitation Purpose**

DHHL is seeking grant proposals statewide to build, strengthen, and enhance community capacity within native Hawaiian homestead communities. Community Capacity Building Grants seek to help HHCA beneficiaries to carry out their plans to help beneficiaries become Homestead Lessees, improve homestead areas and facilities, increase the use of homestead land, or implement a community vision. Partnerships and teams consisting of DHHL beneficiaries and non-beneficiaries, including individuals and organizations, are encouraged to apply. Projects sought shall be beneficiary-driven and assistance provided benefits HHCA beneficiaries. All applications must include a description of processes that seek to address projects that specifically address this solicitation's purpose.

### **II. Authority**

DHHL is the executive agency of the State of Hawai'i responsible for administering the State's obligations under the HHCA.

The purpose of DHHL's NHDP is to improve the general welfare and condition of native Hawaiians through educational, economic, political, social, cultural, and other programs. The primary goal of the NHDP is to increase the self-sufficiency and self-determination of native Hawaiian individuals and communities. The NHDP shall be funded by the NHRF and by federal, state, county, and private sources. To achieve the objectives of the NHDP, DHHL develops an action plan. Pursuant to Section 10-6.1-2, HAR, DHHL prepares the NHDPP which covers two fiscal years and is approved by the Commission before the beginning of each fiscal biennium year. The NHDPP for July 1, 2022 to June 30, 2024 was approved by the Commission in June 2022.

The NHDPP has several implementing mechanisms, such as grants. Pursuant to Section 10-6.1-5, HAR, the NHDPP allows for grants to be made to public agencies and non-profit organizations recognized as tax-exempt by the IRS. The purpose of the assistance must go towards the benefit of native Hawaiians.

### **III. Contract Administrator**

DHHL's Planning Office is responsible for overseeing the grants procurement and issuing the Contract resulting from the RFP. The Planning Office is also responsible for administering and monitoring the Contract. The designated Contract Administrator or his/her designated representative for monitoring the activities performed under the Contract and is identified as:

Gigi O. Cairel  
Department of Hawaiian Home Lands  
P.O. Box 1879  
Honolulu, Hawai'i 96805  
Email: DHHL.Grants@hawaii.gov

Any changes to the DHHL Contract Administrator or his/her designated representative will be provided in writing to the Applicant. DHHL reserves the right to make the changes to the DHHL Contract Administrator. Once the Applicant has received the Notice to Proceed, all communications regarding approvals, reports, and requests shall be directed to the DHHL Contract Administrator.

#### IV. Terms and Acronyms

Applicant	Lead organization applying for DHHL grant funds.
COGS	Certificate of Good Standing
Commission	Hawaiian Homes Commission
CVC	Certificate of Vendor Compliance
DCCA	Department of Commerce and Consumer Affairs
DHHL	Department of Hawaiian Home Lands
Existing Homestead Service	Services that would improve current facilities on Hawaiian homestead lands
FEIN	Federal Employer Identification Number (also known as TIN)
FY	Fiscal Year
GET	General Excise Tax
HANDS	Hawaii Awards and Notices Data System
HAR	Hawaii Administrative Rules
HCE	Hawaii Compliance Express
HHCA	Hawaiian Homes Commission Act, 1920, as amended
HRS	Hawaii Revised Statutes
HST	Hawaii Standard Time
IRS	Internal Revenue Service
Lessee	The holder or successor of a lease under section 207 of the Hawaiian Homes Commission Act, 1920, as amended, in one of the following classes: (1) residential or residence lot lease; (2) pastoral or pastoral lot lease; and (3) agricultural and agricultural lot lease
native Hawaiian	Any descendant of not less than one-half part of the blood of the races inhabiting the Hawaiian islands previous to 1778
NHDP	Native Hawaiian Development Plan
NHDPP	Native Hawaiian Development Program Plan
NHRF	Native Hawaiian Rehabilitation Fund
RFP	Request for Proposal is interchangeable with "Competitive Sealed Proposals"
STATE	State of Hawai'i, including its department, agencies, and political subdivisions
SPO	State Procurement Office
TIN	[Federal] Taxpayer Identification Number (also known as FEIN)
TPIP	Timeline, Population, Indicators, Targets

**V. Solicitation Timetable**

The timetable of activities represents DHHL's estimated schedule and is provided for planning purposes only. DHHL reserves the right to cancel any activity or revise the timetable without prior written notice if needed. If a component of this schedule is delayed, the rest of the schedule may be shifted accordingly.

Key Dates and Times	Activity
November 2, 2023	RFP Release Date.
<ul style="list-style-type: none"> <li>• Monday, November 13, 2023, 12 PM – 1:00 PM, HST; or</li> <li>• Wednesday, November 15, 2023, 7:00 PM-8:00 PM, HST</li> </ul>	Optional Pre-proposal orientation sessions. Please go to the DHHL website ( <a href="http://dhhl.hawaii.gov/procurement/">dhhl.hawaii.gov/procurement/</a> ) for information on how to attend the pre-proposal orientation and obtain the recording.
November 17, 2023, 4:00 PM HST	Due date to submit questions to <a href="mailto:DHHL.Grants@hawaii.gov">DHHL.Grants@hawaii.gov</a>
November 24, 2022, 4:00 PM, HST	DHHL's response to questions. Responses will be posted at: <a href="https://hands.ehawaii.gov/hands/opportunities">https://hands.ehawaii.gov/hands/opportunities</a>
January 3, 2024, 4:00 PM, HST	Pre-opening modification and withdrawal notice to DHHL shall be accepted at: <a href="mailto:DHHL.GrantsRFP@hawaii.gov">DHHL.GrantsRFP@hawaii.gov</a>
<b>January 8, 2024, 4:00 PM HST</b>	<b>Proposals' due date/time. Electronic submittals shall be accepted at: <a href="mailto:DHHL.GrantsRFP@hawaii.gov">DHHL.GrantsRFP@hawaii.gov</a></b>
January, 2024	Proposal evaluations by the DHHL Grants Committee
February 2024	Matrix of scores completed
February 20 - 21, 2024	Award recommendation and Hawaiian Homes Commission's approval
March 2024	Notifications to all applicants and grant agreement review
TBD	Estimated grant agreement start date

**VI. Submission of Questions**

Applicants are encouraged to submit questions pertaining to this RFP. Questions must be submitted to the Contract Administrator via email at [DHHL.Grants@hawaii.gov](mailto:DHHL.Grants@hawaii.gov) no later than November 17, 2023, 4:00 P.M., HST as identified in Section 1, Item V. Solicitation Timetable. All questions will be responded to in an addendum to this RFP that will be posted to the SPO

website no later than the date when "DHHL's Response to Questions" is due, as identified in Section 1, Item V. Solicitation Timetable. The only official position of DHHL related to this RFP is that which is stated in writing and issued in this RFP and/or as addenda to this RFP. No other means of communication, whether oral or written, will be construed as a formal or official response and/or statement and may not be relied upon as such.

## **VII. SUBMISSION PROPOSAL**

**A. Form/Formats:** Proposal forms and formats such as for the price proposal are included in Section 9 -Grant Application Forms

**B. Proposal Submittal:** Proposals must be submitted via email to DHHL.GrantsRFP@hawaii.gov by the date and time designated in this RFP. Any proposals received after the designated date and time will be rejected.

**C. Pre-Opening Modification or Withdrawal:** All proposals may be modified or withdrawn prior to the deadline for submittal by written notice to modify or withdraw the proposal as identified in Section 1, Item V. Solicitation Timetable. A written request for modification shall be signed and supplemented with the modification to the original proposal. The written request shall be sent to DHHL.Grants@hawaii.gov. In the Subject Line, please insert "Request to modify and/or withdraw proposal, Applicant Name." The Applicant must indicate that they are withdrawing their initial proposal and re-submit a complete and correct proposal prior to the proposals' due date and time as identified in Section 1, Item IV. Solicitation Timetable. Modifications and/or withdrawals will be clearly marked as such and must be received by DHHL no later than Wednesday, January 3, 2023, 4:00 PM HST.

**D. Exceptions:** Applicants will list any exceptions taken to terms, conditions, specifications, or other requirements listed herein. Applicants must reference the RFP sections where the exception is taken and provide a description of the exception taken and any proposed alternative. DHHL will retain the right to grant exceptions to discretionary policies. Request for exceptions from federal, state, or local laws will not be approved.

## **VIII. Discussions with Applicants Prior to Proposal Submissions**

Discussion may be conducted with the Applicant to promote understanding of DHHL's requirements.

## **IX. Opening of Proposals**

The date and time recorded for the receipt of any proposals by DHHL, any modification to proposals, and withdrawals of proposals will be the date and time of receipt of the email by DHHL. All documents received will be held in a secure place by DHHL and will not be examined for evaluation purposes until the submittal deadline. The procurement file may be open to public inspection after a contract has been awarded and executed by all parties. Proposals will not be opened at a public proposal opening.



**X. RFP Amendments**

DHHL reserves the right to amend this RFP at any time prior to the proposal submission deadline. Applicants will be notified of the availability of amendments through verbal or written communications. All amendments to this RFP will be posted to the SPO website <https://hands.ehawaii.gov/hands/opportunities>.

**XI. Additional Terms and Conditions**

DHHL reserves the right to add terms and conditions during contract negotiation and discussions. These terms and conditions may be applicable to the scope of the RFP and will not affect the proposal evaluation.

**XII. Cancellation of the Request for Proposals**

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

**XIII. Costs for Proposal Preparation and Verification**

Any costs incurred by the Applicant in preparing or submitting a proposal are the Applicant's sole responsibility. Any cost incurred by the Applicant prior to the execution of a contract is not eligible for reimbursement. Costs incurred in connection with the review, inspection and verification of information provided in the RFP will be the Applicant's sole responsibility. Applicants will ensure that DHHL is provided with the written authorization(s) necessary to verify information provided in the Applicant's proposal.

**XIV. Mistakes in Proposals**

While Applicants are bound by their proposals, circumstances may arise where a correction or withdrawal of a proposal is proper. An obvious mistake in a proposal may be corrected, withdrawn, or waived by the Applicant to the extent that it does not conflict with the best interest of DHHL or to the fair treatment of other Applicants. Mistakes in proposals will be handled as provided for in Section 3-122, HAR.

**XV. Rejection of Proposals**

DHHL reserves the right to consider as acceptable and responsive only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and comply with the service specifications. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be rejected without further notice. A proposal may be automatically rejected for any one of the following reasons:

- A. Cancellation of solicitations and rejection of offers (HAR§ 3-122-95);
- B. Cancellation of solicitation (HAR§ 3-122-96);
- C. Rejection of offers (HAR§ 3-122-97);
- D. Reporting of anti-competitive practices (HAR§ 3-122-191 to§ 3-122-196);

- E. Rejection for inadequate accounting system (HRS § 103D-314(2));
- F. Late proposals (HAR § 3-122-16.08);
- G. Proposal not responsive (HAR§ 3-122-97(b) and HAR§ 3-122-97(c)); and
- H. Offer not responsible (HAR§ 3-122-97(b) and HAR§ 3-122-97(c)).

**XVI. Notice of Award**

Any Contract arising out of this solicitation is subject to the approval by DHHL, the State's Department of Attorney General as to form, and subject to the availability of funding. The Applicant will receive a Notice of Award which will indicate that the Applicant has been selected to provide the services under this RFP. Pursuant to section 3-122-112, HAR, the Applicant will produce documents to demonstrate compliance with this section.

No work is to be undertaken by the Applicant prior to the Contract effective date. DHHL is not liable for any work, contract, costs, expenses, loss of profits, or any damage whatsoever incurred by the Applicant prior to the Contract effective date as specified in the contract. The Applicant receiving the award will be required to enter into a formal written Contract DHHL. The General Conditions of the Contract are attached, and minimum service specification are included herein. *See Attachment B - General Terms and Conditions.*

**XVII. Availability of Funds**

The award of a Contract and any allowed renewal or extension thereof, are subject to the availability and allotment of federal, state, or DHHL funds. Should the Commission not allocate the amounts specific in RFP-23-HHL-004, DHHL reserves the right to supplement the balance of RFP-23-HHL-002 into RFP-23-HHL-001, RFP-23-HHL-003, and/or RFP-23-HHL-004.

**XVIII. Monitoring and Evaluation**

The Applicant's performance under the Contract will be monitored and evaluated by DHHL's Contract Administrator or his/her designated representative. The Applicant will be subject to:

- A. Submission of quarterly grant and financial reports to DHHL;
- B. Presentations before the Commission meetings on the island(s) on which the project is taking place; and
- C. Preparation of a community outreach plan

Failure to comply with all material terms of the Contract may be cause for suspension or termination as provided in the General Conditions. The Applicant may be required to submit additional written reports, including a corrective action plan, in response to monitoring

conducted by DHHL. These additional reports will not be considered a change to the scope of work and will continue for a duration of time as deemed necessary by DHHL.

**XIX. General and Special Conditions of Contract**

The General Conditions that will be imposed contractually are included as an attachment. *See* Attachment B - General Terms and Conditions.

Special Conditions may be imposed by DHHL. DHHL reserves the right to make appropriate modifications to the quantity of items or reporting requirements contingent upon unforeseen conditions.

**XX. Campaign Contributions by State and County Contractor Prohibited**

If awarded a Contract in response to this solicitation, the Applicant agrees to comply with Section 11-355, HRS.

## **Section 2 - DHHL Award Information**

This section details the anticipated award term, the estimated total funding, the minimum and maximum amount of DHHL funds that can be requested, award restrictions, and geographic coverage.

### **I. Award Period**

The award is for six (6) years from the contract start date.

### **II. Award Amounts**

Subject to the availability of funds, a total of \$200,000 in competitive funds will be provided for this solicitation using RFPs or "competitive sealed proposals" for "existing homestead services." The maximum grant application amount for this RFP is \$20,000.

### **III. Administrative Costs Restriction**

Administrative costs cannot exceed 20% of the total grant budget. Administrative costs must be justified. Applications with more than 20% in administrative costs will be deemed ineligible. "Administrative costs" are defined as expenses incurred by grant recipients in support of the daily operations of the grant recipient's organization. These overhead costs are expenses that are not tied directly to the specific project purpose funded by a DHHL grant. Such costs include both personnel and non-personnel and both direct and indirect costs.

### **IV. Geographic Service Area**

Geographic coverage of the project's service and/or activities areas includes the islands of Hawai'i, Maui, Lāna'i, Molokai, O'ahu, and Kaua'i.

### **V. Award Renewal**

This award will not be provided any extensions and is considered a one-time grant.

## Section 3- Eligibility

This information included in this section addresses the application requirements, minimum eligibility requirements, required documents, and eligibility submission process. If you need clarification on the minimum eligibility requirements, contact [DHHL.Grants@hawaii.gov](mailto:DHHL.Grants@hawaii.gov).

### I. HHCA Requirement

The applicant shall be an organization that can clearly demonstrate that a majority of the organization's current client and/or participant are native Hawaiian beneficiaries of the HHCA. The applicant shall represent and serve the interest of those beneficiaries and shall have a stated primary purpose that the representation of and provision of, and provision of services to those beneficiaries. Applicant shall clearly identify the homestead(s) that will be served by the proposed project and provide an estimate of the total number of homestead lessees that the proposed project intends to serve by the end of the grant period. The applicant shall provide information and data to substantiate how it tracks and verifies homestead lessees io receipt of their services.

### II. "Existing Homestead Services" Requirement

The expendable funds under this award are to be used for projects that will improve, strengthen and/or expand "existing homestead services." The applicant shall describe how it will improve, strengthen and/or expand its existing programs and services to existing homesteads.

### III. Application Restriction and Prohibition on Duplicative Applications

Applicants shall only submit one application under RFP 24-HHL-002. Applicants may apply for multiple RFPs, provided that the proposed project is not the same nor related to the proposal to RFP-24-HHL-004.

### IV. Duplicative Programs Prohibited

While an Applicant is encouraged to apply for the RFPs most appropriate for your projects, an Applicant is prohibited from applying to multiple RFPs for the same or a related project.

### V. Eligibility Requirement Documents

The required minimum eligibility information, certifications, and documents are as follows:

#### A. Application & Project Information

1. Organization Name: The applicant shall provide their organization name.
2. Project Name: The applicant shall provide the name of the project.
3. Amount Requested: The applicant shall indicate the amount of money being requested from DHHL for the proposed project. The maximum amount of this grant project is \$500,000.
4. Connection to HHCA: The application will identify a connection to the homestead(s) that the current facility serves through a resolution from the Board

of Directors of the homestead(s), support letter from the homesteads, and/or evaluations from past clients that have used the facility, including DHHL lessees, other HHCA beneficiary, organizations, etc. For reference, *see* Attachment A for a list of existing homesteads and number of leases (as of September 30, 2023).

5. **Project Alignment with the "Existing Homestead Services":** The project shall be used to strengthen HHCA beneficiaries, families, communities, and existing homestead services. The applicant shall indicate how this award will assist in the improvement of Hawaiian homestead communities.
6. **Number of DHHL Lessees to be Served:** The applicant shall identify the total number of DHHL Lessees that the proposed project intends to directly serve through DHHL funding. The number of native Hawaiian individuals served shall include project participants that can be documented on registration forms, sign-in sheets, and other data collection and verification documents.
7. **Island Locations:** The applicant shall indicate the island or islands where service delivery for the proposed project will be implemented: Hawai'i, Maui, Lāna'i, Moloka'i, O'ahu, and Kaua'i.
8. **Project Contacts:** The applicant shall provide contact information (name, title, mailing address, phone number, email address) for a primary project contact and secondary project contact for the grant agreement. Project Contacts must be directly engaged in the administration and implementation of this project. By being listed on the application, Project Contacts are authorized to communicate, submit required reports, and provide authorization for additional Project Contacts on behalf of the awarded organization as necessary.
9. **Governing Board and Executive Team:** The applicant shall list its organizations' governing board and executive team. The list shall include board and executive team members' names, titles, contact information, and term of office.
10. **Authorized Signatory - Legal Agreements:** The applicant shall identify the individual(s) that the Board of Directors and/or organization bylaws grant signing authority for contracts. If awarded, this individual(s) name(s) will be included as the signatory in the grant agreement. The applicant shall also include the individual's name, position, title phone number, email address, and organization physical address.

## **B. Certifications**

1. **Licenses/Permits Certification:** The Applicant shall certify that applicable licenses and/or permits required for the proposed project have been secured when notified of the award. Applicants must have a current DHHL land disposition for the facility and be compliant with the terms and conditions of the land disposition. Applicants that will be recommended for an award will be contacted to ensure that licenses and/or permits have

been secured. If an applicant cannot provide the approved licenses/permits, DHHL will not recommend the Applicant to the Commission for an award.

2. **Partner Certification:** Teams and partnerships are encouraged to apply. If the applicant is partnering with one or more organizations, each organization is required to sign and submit a Partner Certification Form committing to the partnership. Two signatures are required by (1) the organization's Board President and (2) Chief Executive Officer, Executive Director, key staff member, or key volunteer. The Applicant should be designated as the lead entity of your project team. The application shall include a list of partners, description of partner roles, qualifications, and any prior experience working together.
3. **IRS Letter of Determination; Status as Chapter 414D, HRS, Nonprofit Organization; or Status as Chapter 421J, HRS, Planned Community:** The Applicant must have IRS tax-exempt nonprofits status and be registered to do business in the State of Hawai'i. The applicant shall attach the organization's IRS Letter of Determination verifying tax-exempt non-profit status. In the alternate, the Applicant must be registered as a non-profit organization under Chapter 414D, HRS, or 421, HRS and submit a COGS from the DCCA.
4. **Certificate of Vendor Compliance:** The Applicant shall provide the Certificate of Vendor Compliance issued by the State of Hawai'i. To obtain this document, applicants must register with the Hawaii Compliance Express at <https://vendors.ehawaii.gov/hce/>. This certificate must be current within three months of this application deadline.
5. **Board Governance Certification Form:** The Applicant shall upload the Board Governance Certification form. The organization's Board President or other designated representative of the organization's Board must sign this form. The certification verifies that board members are not compensated and the organization has bylaws and/or policies that govern how business is conducted which include policies on: procurement, conflicts of interest and nepotism, and conflict and dispute resolution.
6. The Applicant must include documentation from each key partner as evidence of commitment to the proposed project, which may include a letter of engagement, a consultant contract, and/or a support letter.

**C. Match Funding Confirmation Fund:** Matching funds and in-kind services are not required but encouraged; additional points will be given to applicants with match funds and in-kind donations. If the Applicant plans to provide match funds and/or in-kind donations, they must be available within the same time as the proposed project and the Applicant shall provide an Assurance of Dedicated Matching Funds and In-kind Services. The Applicant shall identify all sources that will provide cash match funds for the award. The Applicant shall provide documentation of cash amount(s) whether the funding is confirmed or pending, and the anticipated award period.

Acceptable documentation includes, but is not limited to, the following:

1. Copy of a bank statement from the Applicant;
2. Copy of the confirmed funding commitment such as award letter, fully executed grant agreement, or copy of check from the funding source; and/or
3. Copy of signed letter on donor's letterhead verifying the type of donation, dollar value, start/end dates, and stating the donation is for the purpose of the proposed project.

**D. Prohibited Expenses:** DHHL reserves the right not to fund any budget expenses it deems inappropriate, unreasonable, or unallowable. DHHL grant funds may not be used to support costs incurred prior to the contract effective date or not related to the grant. In addition, DHHL does not allow the following activities to be funded from grant funds for RFP-23-HHL-002:

- Housing counseling to address barriers to achieve housing goals through homeownership or rental housing counseling;
- Homeownership assistance program to assist with mortgage payments, utilities, property taxes, etc.;
- Emergency rental assistance;
- Capital improvement projects for new and/or existing facilities on Hawaiian Home Lands (including and not limited to due diligence, planning, design, construction);
- Purchase of land or buildings;
- Purchase of motorized vehicles which includes all-terrain vehicles, golf carts, boats;
- Purchase of alcohol;
- Entertainment;
- International or out-of-state travel;
- Monies to be used towards any revolving fund; and
- Gratuities

In-state travel and all transportation costs must be justified and reasonable. Travelers and travel must be deemed necessary for the purposes of the grant. Equipment purchased with DHHL grant funds must be justified and connected to be used to benefit the native Hawaiian community after the term of the grant.



## Section 4- Application

The application will be evaluated and scored using the criteria in this section. It is important to understand this section and align your application with each part of the criteria. Your proposal shall address each section of the application. All required forms shall be completed, signed, and included in the proposal. Applications with any missing items will be returned without being reviewed. A checklist is provided to help you organize your proposal. *See page 57.*

This application packet contains all instructions and required forms for a complete grant application. All grant applications must be submitted on the forms provided in this packet, unless otherwise noted. Separate sheets may be attached if they follow the same format as provided in this application packet. Use the grant application checklist on page 57 to organize your application submittal. Incomplete applications will not be accepted nor considered.

A complete proposal to this RFP consists of four (4) parts:

- Part I. Application cover sheet
- Part II. Proposal request including scope, budget, and timeline
- Part III. Required forms and attachments
- Part IV. Other materials

### I. Cover Letter

The application should include a cover sheet, which should include:

- A. Organization Name;
- B. Contact information for your organization;
- C. The Amount of **DHHL** grant funds you are requesting;
- D. Any match funds and/or in-kind donations; and
- E. A signature by a person authorized to act on behalf of the applicant organization.

### II. Proposal Request

The proposal request section is the main part of your proposal. See pages 59 - 65. This section should be detailed, well-organized, and easy to understand and should state your main proposal. Assume Committee members may not be familiar with your organization, the homestead service area(s), or the proposed project.

Elements of your proposal can include:

- Identification of a long-term community goal and demonstration that the proposed project is relevant to the achievement of the long-term goal
- Community conditions that are addressed by the scope of the proposed project (i.e., a gap or barrier that is preventing the community from achieving the long-term community

goal; the project should measurably reduce or eliminate the condition and bring the community closer to obtaining the long-term goal)

- How the project goal directly addresses the outcomes of the HHCA or how the project seeks to improve the general welfare and condition of native Hawaiians through educational, economic, political, social, cultural, and other programs (how the project seeks to reduce, improve, or eliminate current community conditions)
- TPIT components: Timeline, Population, Indicators, Targets
  - Timeline of when the objective will be accomplished,
  - Population of a specific group the objective will focus on
  - Indicators or measurable signs that something has been done
  - Targets of the amount of change, increase, decrease, or improvements that will be achieved)
- A description of products and/or services and their relevance to the project and a description of data collection and verification documents that are clearly identified and aligned with the outputs (e.g., curricula, training sessions, number of participants, etc)
- A description on how the community was served in developing the project and a clear demonstration that the applicant organization has a connection to the community to be served, including the ability to directly work with the project participants and HHCA beneficiaries
- A description of recruitment, selection, and retention processes for project participants that includes how, where, and when recruitment and selection will be implemented
- A description of sustainability, including the identification of resources, staff, and/or partners that are necessary to ensure that the positive outcomes achieved by the project will be sustained.
- A demonstration that key staff/volunteers and management have the expertise, knowledge, and credentials relative to the assigned roles (e.g., organizational chart with functions, fiscal oversight, and prior experience with project management and/or execution)

A budget information sheet is included in this packet. *See* pages 65 - 66. You must use this form to present your budget request, include both a Project Expense Budget and Project Income Budget. This form lists the total amount of all your project expenses (i.e., personnel, travel, equipment and supplies, contract services, etc.) and all anticipated project income (match funds and in-kind services, if any). In addition, you must provide a detailed narrative explanation and calculations to best describe how you arrived at each expense item.

### **III. Required Forms and Attachments**

Applicants shall submit the required forms and attachments with their application, including the Eligibility Requirement documents as identified in Section 3, Item V. Eligibility Requirement Documents.

In addition to the Eligibility Requirement Documents, the following documents shall also be submitted with the application:

- A. Signed "Assurance of Service to native Hawaiians"
- B. Signed "Assurance of Acknowledgement of Support"
- C. Current Board List
- D. Articles of Incorporation of the organization filed with the DCCA. Bylaws signed by the Secretary of the Board of Directors of the organization, indicating the date of the board meeting when the bylaws were adopted.
- E. A resolution of the Board of Directors of the organization approving the submittal of this project proposal and identifying the person(s) the board has authorized to sign documents on behalf of the organization. The board secretary, or other board member, must sign this resolution and provide the date the board adopted the resolution.
- F. Signed Board Governance Certification (verifying that board members are not compensated and that the organization has bylaws and/or policies on procurement, conflicts of interest and nepotism, and conflict and dispute resolution).
- G. A recent financial statement, Treasurer's report, or IRS Form 990.
- H. Certificate of Vendor Compliance from Hawaii Compliance Express (no more than three (3) months old). Certificate of Good Standing from DCCA.
- I. US Internal Revenue Service 501(c)(3) determination letter, if applicable
- J. Indirect Cost Rate Agreement, if applicable
- K. Signed assurance of dedicated matching funds and/or in-kind services, if applicable
- L. Evidence of support from each homestead(s) being served by the proposed project
- M. Signed Partner Certification from each project team member and key partner

### **IV. Other Materials**

The Applicant may submit letters of support and any other materials with your application. These documents that the Applicant may include with include letters of support and any other material (e.g., previous grant reports, workshop evaluation summaries, testimonials, brochures,

photos, news articles, etc.) that will help the **DHHL** Grant Review Committee understand the proposed project proposal and the project team's capability. Support materials may come from HHCA beneficiaries, community organizations, elected officials, government agencies, and any other stakeholders.

Note that **DHHL** grant reviewers can only evaluate grant applications based on the actual materials included in your application package. Reviewers shall not click on links in an application or view a project's website, view supplemental documents stored in the cloud; or search for other materials that are not included in the grant application package. Therefore, it is highly encouraged that Applicants shall submit all supporting information and materials as part of your original grant application package.

## **Section 5- Application Submission**

### **A. Submission Information**

Your proposal package must be submitted electronically. Your application should contain size 12-point font and all pages should be numbered, including the forms and attachments. The proposal sections should be in the order as listed in the application checklist on page 56. Please keep a copy of your entire application submittal for your records, including a copy of all attachments.

The Grant Application packet, including required forms and attachments, can be accessed on the SPO HANDS website: <https://hands.ehawaii.gov/hands/opportunities>

Go to "Enter Keyword(s)" and type in RFP-24-HHL-004

Scroll down and click on "RFP-24-HHL-004"

Applications shall only be accepted electronically and as an attachment(s) in PDF and/or JPEG format. Links to websites or cloud storage shall not be accepted. To manage file size, it is recommended to use black/white, compressed, low resolution for text quality documents. Email the complete application and all relevant materials to: [DHHL.GrantsRFP@hawaii.gov](mailto:DHHL.GrantsRFP@hawaii.gov)

Applicants are encouraged to submit proposals before the proposal's due date and time as identified in Section 1, Item IV. Solicitation Timetable, January 8, 2024, 4:00 P.M., HST. Early submission of the project proposals can allow for the Applicant to ensure that DHHL can open and read the application and its attachment(s). DHHL will not check for proposal completeness, until after the proposal's deadline. The Applicant bears sole responsibility that the proposal submitted by the deadline is complete and correct. Proposals that are incomplete and/or cannot be opened nor read by DHHL after the deadline will not be considered by DHHL.

### **B. Additional Materials and Documentation**

Upon request from DHHL, each applicant shall submit any additional materials and documentation reasonably required by DHHL in its review of the applications.

### **C. Solicitation Amendments**

DHHL reserves the right to amend this solicitation at any time prior to the closing date for the final revised applications. Amendments will be posted to the SPO HANDS webpage at <https://hands.ehawaii.gov/hands/opportunities> .

### **D. Cancellation of Solicitation**

The solicitation may be canceled and any or all applications may be rejected in whole or in part, when it is determined to be in the best interest of DHHL.

### **E. Rejection of Applications**

DHHL reserves the right to consider only those applications submitted in accordance with all requirements set forth in this solicitation and comply with the service specifications. An application offering any other set of terms and conditions contradictory to those included in this solicitation may be rejected without further notice.

## **Section 6- Application Evaluation**

This section explains how the applications will be evaluated and provides the specific evaluation criteria and the points assigned to each criterion. The evaluation of applications shall be conducted comprehensively, fairly, and impartially. An evaluation committee named the DHHL Grant Review Committee shall be selected by the Chairman of the Commission. The DHHL Grant Review Committee may be comprised of DHHL employees and/or community representatives with experience in and knowledge of project services and/or program responsibility in community grants, the DHHL planning system (including DHHL regional plans), and the types of proposed project proposals submitted in response to the RFP. The DHHL Grant Review Committee shall review and evaluate each proposal, including the proposed project goals, work plan scope, budget and timeline, and potential benefit to DHHL homestead lessees. DHHL will make recommendations for funding to the Commission for final approval.

The evaluation shall be conducted in two (2) phases as follows:

- Phase 1: Evaluation of proposal requirements
- Phase 2: Evaluation of proposal application

### **A. Evaluation of Proposal Requirements**

Reviewers will ensure that the project proposal application is complete. Applications will be evaluated using the following criteria:

1. Proposed project is to serve DHHL homestead lessees
2. RFP Instructions were followed
3. Electronic submittal was received at [DHHL.GrantsRFP@hawaii.gov](mailto:DHHL.GrantsRFP@hawaii.gov) by the project proposal deadline; proposal was sent in whole or by a series of consecutive emails; and email and attachments were accessible by DHHL
4. Applicant currently has a DHHL Land Disposition in its own name and is in good standing with the terms and conditions, if applicable
5. Applicant and key project team members are in good standing with any open DHHL grants.
6. All required documents are included, including documentation of strong connection to an existing homestead(s) that the proposed project intends to serve.
7. Hawaii Compliance Express verification

### **B. Application Criterion & Scoring System**

Each application may be awarded up to 100 points as specified as follows. An optional additional 10 points may be given.

## 1. Organizational Capacity - 40 points

This rating factor evaluates the applicant's capacity (i.e., people resources, administrative systems, technical expertise) and track record to carry out the proposed project work plan and activities; to handle grant funds responsibly; and to promptly the grant funds. Reviewers will look for:

- The organization's ability to deploy grant funds promptly and responsibly.
- The organization's leadership, communication, and management abilities demonstrated through examples of past projects and accomplishments, similar in scale to the Application.
- The organization's experience and proven track record to plan, project manage and to successfully carry out the proposed project or similar projects on a similar scale.
- The organization's ability and procedures to track **DHHL** lessees served by your proposed project. DHHL reserves the right to verify individuals served by the proposed project are **DHHL** homestead lessees.
- The organization's administrative and fiscal soundness, including: timely submission of grant reports, adequate bookkeeping, and recordkeeping systems.
- Project team member(s) specific expertise, skills, and qualifications that will contribute to the success of the proposed project.
- Demonstration of active collaborative capability of working with homestead community-based associations, other beneficiary-serving organizations, and other community resources to provide services to existing homesteads.

## 2. Project Readiness - 30 points

- How the organization determined the need for this proposed project and how beneficiaries were involved in identifying the need.
- Project is "shovel ready" (i.e., project team structure and partnerships are operational); applicant can promptly expend DHHL grant funds
- A concise and clear project proposal, including details about the proposed tasks/activities, clear and realistic outcomes, proposed approach will result in stated outcomes, qualified people to carry out the work, and a viable timeline.
- Proposed budget is realistic and is well-aligned with the proposed project work plan and timeline

### **3. Beneficiary Involvement and Partnerships - 20 points**

Beneficiaries shall identify the need for the proposed project; beneficiary involvement with planning the proposed project; and how beneficiaries will be involved in the project.

- How beneficiaries were involved *in* identifying the need for this project and in the planning for this proposed project
  - If the proposed project is a "Priority Project" identified in a DHHL Regional Plan, an additional 5 points may be given.
- An explanation on how the proposed project compliments existing services or programs delivered by organizations serving the same area or beneficiary population.
- A clear role for beneficiaries in the proposed project.
- A community outreach plan to obtain beneficiary input and involvement in a meaningful way.
- A strategic use of partnerships to achieve a successful project.
- A communication plan on how you will keep beneficiaries informed during the project grant period.

### **4. Sustainability - 10 points**

This rating factor evaluates the organization's preparedness to maintain the project proposal after the grant is completed; leadership succession planning; and a sound business plan. The reviewers will also consider how the Applicant will adjust their financial plans if they are provided an amount less than suggested. The Applicant may consider a portion of this grant budget to go towards fund development.

- How the organization currently supports itself and existing programs/services
- A plan for sustaining the project

A contingency plan should the proposed project be funded for a partial amount or not funded at all.

### **C. Match Funds and/or In-Kind Donations (Optional)**

Additional points will be given to applications with the following match:

- 5 points - 50% or more of total project cost
- 3 points - Between 25% and 49% of total project cost
- 1 point - Between 1% and 24% of total project cost



The match may be any combination of cash and/or in-kind donations and the match will be re-verified at time of grant award.

**D. Recommendation for Award**

The Grant Review Committee will process recommendations, including prioritization of applications based on the highest scores achieved in evaluation. Upon review of the scores, the Grant Committee may include the following considerations in its recommendation for award to the Commission: (1) Applicant's past DHHL grant performance; (2) Gaps in service to native Hawaiian and HHCA communities; and (3) Geographical distribution of grant funds to native Hawaiian communities. Based on the foregoing, the Grant Committee shall issue final recommendations to the Commission including scope and/or budget modifications and/or recommended adjustments in accordance with grant funding amounts.

**E. Approval**

The Grant Review Committee will send award recommendations via submittal to the Commission for approval.

**F. Notice of Award**

Upon Commission approval of the submittal, the Contract Administrator will send email notifications of awards and non-awards to applicants and will publish results on the DHHL website - [dhhl.hawaii.gov/procurement](http://dhhl.hawaii.gov/procurement).

## **Section 7- DHHL AWARD ADMINISTRATION**

This section details the type of funding instrument, reporting requirements for the grant, compensation, and the method of payment.

### **A. Grant Agreement**

All awards will be issued via a grant agreement with DHHL. *See* Attachment C for the State Contract Form. The grant agreement arising out of this solicitation is subject to review as the State of Hawai'i Department of the Attorney General as to form, to the Chairman of the Commission for executive final approval, and to all further approvals, as required by statute, regulation, rule, order, or other directive. No work is to be undertaken by the grantee prior to the execution of the Grant Agreement and grant commencement date. DHHL is not liable for any costs incurred prior to the start date in the grant agreement.

DHHL reserves the right to modify budgets during contracting. The Grant Agreement includes a detailed noncompliance policy and the required general conditions. *See* Attachment B. Special conditions may also be contractually by DHHL, as deemed necessary.

### **B. Reporting Requirements for Project and Fiscal Data**

The grantee shall be required to complete quarterly reports and financial reports and submit to the DHHL Planning Office. Grant program reports shall consist of statements by the grantee relating to the work by the grantee that was accomplished during the reporting period. This shall include a narrative statement of the work performed, performance measures, expenditures incurred, invoice, receipts, and assurance of services provided to native Hawaiians. Additional reports may be required. Timely compliance with reporting requirements is required to continue to receive funding under the award. The grantee shall also be required to make a presentation to the Commission on the island where the grant *is* taking place. The grantee shall also prepare a community outreach plan.

When deemed necessary, DHHL shall conduct compliance review monitoring to evaluate performance. Monitoring activities shall include review of conformance with grant agreement requirements and may include interviews with staff and/or participants, participant surveys, review of project/participant files, accounting practices, case-record keeping, including invoice and document testing and internal control supports.

### **C. Compensation and Method of Payment**

An initial payment shall be made upon execution of the grant agreement and the submittal of the Grantee's W-9 form, the initial invoice form, and verification of match. Subsequent payments shall be made to applicant according to the grant agreement compensation and payment schedule, submission by the applicant, and approval by DHHL, of grantee invoices, progress reports, performance measurement tables, and expenditure reports.

The method of payment will be cost reimbursement. The cost reimbursement will provide for payment of allowable incurred costs, to the extent prescribed in the grant agreement.

## **Section 8- ATTACHMENTS**

- A.** Attachment A. **DHHL** Monthly Lessee Report, as of September 30, 2023
- B.** Attachment B. State Contract General Conditions
- C.** Attachment C. State Contract Forms

ATTACHMENT A

**DHHL** Monthly Lease Report, as of September 30, 2023

**This is for reference use only**

Lease Report For the Month Ending September 30, 2023

	RESIDENCE			AGRICULTURE			PASTURE			TOTAL LEASES		
	Last Month	Add	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL
<b>OAHU</b>												
Kaikala	37	0	0	37	0	0	0	0	0	0	0	37
Kalahehane	90	0	0	90	0	0	0	0	0	0	0	90
Kaneohe	400	0	0	400	0	0	0	0	0	0	0	400
Kapolei	173	0	0	173	0	0	0	0	0	0	0	173
Kaulaokahai	151	0	0	151	0	0	0	0	0	0	0	151
Kaunoi	323	0	0	323	0	0	0	0	0	0	0	323
Kaunoi	19	0	0	19	0	0	0	0	0	0	0	19
Keele	248	0	0	248	0	0	0	0	0	0	0	248
Kumuohi	50	0	0	50	0	0	0	0	0	0	0	50
Lualaba	149	0	0	149	30	0	0	30	0	0	0	179
Maunaloa	225	0	0	225	0	0	0	0	0	0	0	225
Manakoa	1,043	0	0	1,043	0	0	0	0	0	0	0	1,043
Papaikou	64	0	0	64	0	0	0	0	0	0	0	64
Princess Kahalo Estates	269	0	0	269	0	0	0	0	0	0	0	269
Waialae	0	0	0	0	17	0	0	17	0	0	0	17
Waianae	420	0	0	420	12	0	0	12	0	0	0	432
Waianalo	714	0	0	714	2	0	0	2	0	0	0	716
<b>TOTAL</b>	<b>4,375</b>	<b>0</b>	<b>0</b>	<b>4,375</b>	<b>61</b>	<b>0</b>	<b>0</b>	<b>61</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,436</b>
<b>MAUI</b>												
Hikina	31	0	0	31	0	0	0	0	0	0	0	31
Kahului	0	0	0	0	0	0	0	0	75	0	0	75
Keolu	0	0	0	0	64	0	0	64	0	0	0	64
Lelei	103	0	0	103	0	0	0	0	0	0	0	103
Paukalo	178	0	0	178	0	0	0	0	0	0	0	178
Waiehu 1	39	0	0	39	0	0	0	0	0	0	0	39
Waiehu 2	109	0	0	109	0	0	0	0	0	0	0	109
Waiehu 3	113	0	0	113	0	0	0	0	0	0	0	113
Waiehu 4	98	0	0	98	0	0	0	0	0	0	0	98
Waioana	590	0	0	590	0	0	0	0	0	0	0	590
<b>TOTAL</b>	<b>1,261</b>	<b>0</b>	<b>0</b>	<b>1,261</b>	<b>64</b>	<b>0</b>	<b>0</b>	<b>64</b>	<b>75</b>	<b>0</b>	<b>0</b>	<b>1,400</b>
<b>EAST HAWAII</b>												
Discovery Harbour	2	0	0	2	0	0	0	0	0	0	0	2
Kamoa	0	0	0	0	0	0	0	0	25	0	0	25
Kaunoi	46	0	0	46	0	0	0	0	0	0	0	46
Keaukaha	471	1	0	472	0	0	0	0	0	0	0	472
Kurtistown	3	0	0	3	0	0	0	0	0	0	0	3
Makua	0	0	0	0	120	0	0	120	0	0	0	120
Panewa	13	1	0	14	260	14	0	274	0	0	0	288
Pihoua	17	0	0	17	0	0	0	0	0	0	0	17
Puao	0	0	0	0	12	0	0	12	0	0	0	12
University Heights	4	0	0	4	0	0	0	0	0	0	0	4
Waialea	285	0	0	285	0	0	0	0	0	0	0	285
<b>TOTAL</b>	<b>841</b>	<b>2</b>	<b>0</b>	<b>843</b>	<b>392</b>	<b>14</b>	<b>0</b>	<b>406</b>	<b>25</b>	<b>0</b>	<b>0</b>	<b>1,274</b>
<b>WEST HAWAII</b>												
Honokaa	0	0	0	0	0	0	0	0	24	0	0	24
Hunuaia	0	0	0	0	0	0	0	0	5	0	0	5
Kamoku	0	0	0	0	0	0	0	0	16	0	0	16
Kanohale	224	0	0	224	0	0	0	0	0	0	0	224
Kawahae	192	0	0	192	0	0	0	0	1	0	0	193
Lalopua	274	0	0	274	0	0	0	0	0	0	0	274
Lalamo	30	0	0	30	0	0	0	0	0	0	0	30
Nenae	0	0	0	0	0	0	0	0	21	0	0	21
Puukapu/Waimea/Kuhio VII	118	0	0	118	110	0	0	110	218	0	0	446
Puupulehu	33	0	0	33	0	0	0	0	0	0	0	33
<b>TOTAL</b>	<b>871</b>	<b>0</b>	<b>0</b>	<b>871</b>	<b>110</b>	<b>0</b>	<b>0</b>	<b>110</b>	<b>285</b>	<b>0</b>	<b>0</b>	<b>1,266</b>
<b>KAUAI</b>												
Anahola	545	0	0	545	46	0	0	46	0	0	0	591
Hanapepe	47	0	0	47	0	0	0	0	0	0	0	47
Kekaha	117	0	0	117	0	0	0	0	0	0	0	117
Puu Ope	0	0	0	0	0	0	0	0	1	0	0	1
<b>TOTAL</b>	<b>709</b>	<b>0</b>	<b>0</b>	<b>709</b>	<b>46</b>	<b>0</b>	<b>0</b>	<b>46</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>756</b>
<b>MOLOKAI</b>												
Hooilehua	152	0	0	152	345	0	0	345	21	0	0	518
Kalamoula	166	0	0	166	70	0	0	70	3	0	0	239
Kapaeha	47	0	0	47	0	0	0	0	3	0	0	50
Moomomi	0	0	0	0	3	0	0	3	0	0	0	3
One Aii	27	0	0	27	0	0	0	0	0	0	0	27
<b>TOTAL</b>	<b>392</b>	<b>0</b>	<b>0</b>	<b>392</b>	<b>418</b>	<b>0</b>	<b>0</b>	<b>418</b>	<b>27</b>	<b>0</b>	<b>0</b>	<b>837</b>
<b>LANAI</b>												
Lanai	44	0	0	44	0	0	0	0	0	0	0	44
<b>TOTAL</b>	<b>44</b>	<b>0</b>	<b>0</b>	<b>44</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>44</b>
<b>STATEWIDE TOTAL</b>	<b>8,493</b>	<b>2</b>	<b>0</b>	<b>8,495</b>	<b>1,091</b>	<b>14</b>	<b>0</b>	<b>1,105</b>	<b>413</b>	<b>0</b>	<b>0</b>	<b>10,013</b>

ATTACHMENT B

State General Conditions

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## GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
  - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
  - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
  - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
  - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
  - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
  - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.



- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
  - h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
  - i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.
3. Personnel Requirements.
- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
  - b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.
4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.
6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.
- a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:
    - (1) The Assignee assumes all of the CONTRACTOR'S obligations;
    - (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
    - (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.
  - b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
  - d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
  8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
  9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
  10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
  11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
  12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
    - a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
  - (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.
- b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:
- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
  - (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.
- c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.
- d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

- a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

- (1) Any completed goods or work product; and
- (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

- d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
  - (A) Contract prices for goods or services accepted under the Contract;
  - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
  - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
  - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

- a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:

(A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;

(B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or

(C) Within such further time as may be allowed by the Agency procurement officer in writing.

- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;

- (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and

- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.

- b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.

- c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
- b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
- b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
- c. Prompt payment.
  - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
  - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:
    - (A) Changes in the work within the scope of the Contract; and
    - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
  - d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
  - e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
  - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
  - g. Head of the purchasing agency approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.
  - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
  - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
  - (2) Method of delivery; or
  - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By



proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
  - c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
  - d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.
21. Price Adjustment.
- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
    - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
    - (2) By unit prices specified in the Contract or subsequently agreed upon;
    - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
    - (4) In such other manner as the parties may mutually agree; or
    - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
  - b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.
22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.
23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:
- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
    - (1) Description of performance (Attachment 1);
    - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
    - (3) Place of performance of services;

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
  - (5) Method of shipment or packing of supplies; or
  - (6) Place of delivery.
- b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
  - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
  - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
  - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.
24. Confidentiality of Material.
- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
  - b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.
25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.
26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.
27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:
- a. The cost or pricing data, and
  - b. A state contract, including subcontracts, other than a firm fixed-price contract.
29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.
- If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.
30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.
31. Records Retention.
- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
  - (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.
32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.
33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. Confidentiality of Personal Information.
- a. Definitions.
- "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:
- (1) Social security number;
  - (2) Driver's license number or Hawaii identification card number; or

- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
  - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
  - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
  - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

ATTACHMENT C

**This is for reference use only**

State Contract Form



**STATE OF HAWAII  
 CONTRACT FOR GOODS OR SERVICES  
 BASED UPON  
 COMPETITIVE SEALED PROPOSALS**

This Contract, executed on the respective dates indicated below, is effective as of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_,  
(Insert name of state department, agency, board or commission)  
 State of Hawaii ("STATE"), by its \_\_\_\_\_,  
(Insert title of person signing for State)  
 (hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")), whose address is \_\_\_\_\_ and \_\_\_\_\_ ("CONTRACTOR"), a \_\_\_\_\_,  
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)  
 under the laws of the State of \_\_\_\_\_, whose business address and federal and state taxpayer identification numbers are as follows: \_\_\_\_\_  
 FEIN STATE ID: \_\_\_\_\_

**RECITALS**

- A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services or both.
- B. The STATE has issued a request for competitive sealed proposals, and has received and reviewed proposals submitted in response to the request.
- C. The solicitation for proposals and the selection of the CONTRACTOR were made in accordance with section 103D-303, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 6, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").
- D. The CONTRACTOR has been identified as the responsible and responsive offeror whose proposal is the most advantageous for the STATE, taking into consideration price and the evaluation factors set forth in the request.
- E. Pursuant to \_\_\_\_\_,  
(Legal authority to enter into this Contract) the STATE is authorized to enter into this Contract.
- F. Money is available to fund this Contract pursuant to:  
 (1) \_\_\_\_\_  
(Identify state sources)  
 or (2) \_\_\_\_\_  
(Identify federal sources)  
 or both, in the following amounts: State \$ \_\_\_\_\_  
 Federal \$ \_\_\_\_\_

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

- 1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the request for competitive sealed proposals number \_\_\_\_\_ ("RFP") and the CONTRACTOR'S accepted proposal ("Proposal"), both of which, even if not physically attached to this Contract, are made a part of this Contract.
- 2. Compensation. The CONTRACTOR shall be compensated for goods supplied



or services performed, or both, under this Contract in a total amount not to exceed \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), including approved costs incurred and taxes, at the time and in the manner set forth in the RFP and CONTRACTOR'S Proposal.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR  is required to provide or  is not required to provide:  a performance bond,  a payment bond,  a performance and payment bond in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the RFP, including all attachments and addenda; and (3) the Proposal.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

**STATE**

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Print Title)  
\_\_\_\_\_  
(Date)

**CONTRACTOR**

\_\_\_\_\_  
(Name of Contractor)  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Print Title) \*  
\_\_\_\_\_  
(Date)

CORPORATE SEAL  
(If available)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Deputy Attorney General

\* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.



**STATE OF HAWAII**  
**CONTRACTOR'S**  
**STANDARDS OF CONDUCT DECLARATION**

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of \_\_\_\_\_, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR  is  is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

*\*Reminder to Agency:* If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

**CONTRACTOR**

By \_\_\_\_\_  
(Signature)  
 Print Name \_\_\_\_\_  
 Print Title \_\_\_\_\_  
 Name of Contractor \_\_\_\_\_  
 Date \_\_\_\_\_



**STATE OF HAWAII**  
**SCOPE OF SERVICES**

Attachment - S1





**STATE OF HAWAII**  
**COMPENSATION AND PAYMENT SCHEDULE**





STATE OF HAWAII  
**TIME OF PERFORMANCE**





STATE OF HAWAII

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of Departments Delegated by the Director of the Department of Human Resources Development (“DHRD”).\*

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, Hawaii Revised Statutes (HRS).

(Signature)
(Print Name)
(Print Title)

(Date)

\* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:

- (1) It involves the delivery of completed work or product by or during a specific time;
(2) There is no employee-employer relationship; and
(3) The authorized funding for the service is from other than the "A" or personal services cost element.

NOTE: Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

2. By the Director of DHRD, State of Hawaii.

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, HRS.

(Signature)
(Print Name)
(Print Title, if designee of the Director of DHRD)

(Date)



**STATE OF HAWAII**  
**SPECIAL CONDITIONS**

Attachment – S5



# **Section 9 - Grant Application Forms**



## Grant Application Package Checklist

The following items must be included in your grant application package. These items should be assembled in the order as they appear on this checklist. If you have additional materials you would like to submit, please add them at the end of your grant application package.

### Checklist for Applicant

✓.	Item	Page Number
	<b>PART I. Application Cover Sheet</b>	
	Application Cover Sheet – Form	57 – 58
	<b>PART II. Proposal Request</b>	
	Proposal Request – Narrative you have written	59 – 63
	Budget Detail – Narrative and calculations you have written	63
	Budget Information Sheet – Form	64 – 65
	<b>PART III. Required Forms and Attachments</b>	
	Form A – Signed “Assurance of Service to native Hawaiians”	67
	Form B – Signed “Assurance of Acknowledgement of Support”	68
	Form C – Current Board member list	69
	Form D – Articles of Incorporation and Bylaws	70
	Form E – Board Resolution	71
	Form F – Signed Board Governance Certification	72
	Form G – Most recent financial statement	73
	Form H – Certificate of Vendor Compliance from Hawaii Compliance Express and Certificate of Good Standing from DCCA	74
	Form I – US Internal Revenue Service 501c3 determination letter, if applicable	75
	Form J – Indirect Cost Rate agreement, if applicable	76
	Form K – Assurance of Dedicated Matching Funds & In-Kind Services, if applicable	77
	Form L – Evidence of support from each homestead(s) proposed to be served	78
	Form M – Signed Partner Certification from each project team member and key partner	79
	<b>PART IV. Other Materials</b>	
	Any additional materials the Applicant wants to submit in support of its proposal	80

**Department of Hawaiian Home Lands**  
Grant for Existing Programs and Services in Existing Homesteads (Statewide)  
RFP-24-HHL-004

# **PART I. Application Cover Sheet**

**Department of Hawaiian Home Lands**  
**RFP-24-HHL-004**  
**Application Cover Sheet**

*Print or Type*

<b>Applicant Legal Name</b>	<i>Applicant legal name, exactly as it appears in Hawaii Compliance Express (HCE)</i>  <i>DBA (if on HCE certificate):</i>		
<b>Organization website (if any)</b>			
<b>Mailing Address</b>		<i>Town</i>	<i>Zip</i>
<b>Street Address</b>		<i>Town</i>	<i>Zip</i>
<b>Primary Contact Person</b>	<i>Name</i>		<i>Title</i>
<b>Contact information</b>	<i>Telephone</i>	<i>Fax</i>	<i>Email</i>
<b>Contact Person (alternative)</b>	<i>Name</i>		<i>Title</i>
<b>Contact information</b>	<i>Telephone</i>	<i>Fax</i>	<i>Email</i>

We are:

- \_\_\_\_\_ A federal US Internal Revenue Service Section 501c3 tax-exempt nonprofit corporation  
 \_\_\_\_\_ A nonprofit organized under HRS Chapter 414D Nonprofit Corporation Act  
 \_\_\_\_\_ A nonprofit organized under HRS Chapter 421J Planned Community

Federal Employer Identification Number (FEIN) \_\_\_\_\_

State of Hawaii General Excise Tax (GET) Number \_\_\_\_\_

*Please check the budget numbers below are the same as in the Budget Pages 64 - 65.*

<b>Total Amount of DHHL funds requested</b>	<b>\$</b>	
<b>Total funds from other sources (Optional)</b>	+	
<b>Value of In-Kind Donations (Optional)</b>	+	
<b>TOTAL Project Cost</b>	<b>=</b>	

I certify that the governing body of the organization approves the submittal of this grant application and the information contained herein is true and correct. If awarded, your signature indicates the organization's consent to having its contact information made available on the DHHL website.

\_\_\_\_\_  
*Signature* *Date*

\_\_\_\_\_  
*Print Name and Title*

**Department of Hawaiian Home Lands**  
Request for Proposals number: RFP-24-HHL-004

**PART II. Proposal Request**

# Department of Hawaiian Home Lands

Grant for Existing Programs and Services in Existing Homesteads (Statewide)  
RFP-24-HHL-004

Write your proposal by responding to the following questions below. Attach additional sheets if needed. Responses may include and are not limited to a narrative, newsletter, annual report, photos, brochures, maps, and drawings.

## **I. ORGANIZATIONAL CAPACITY, READINESS, PROVEN TRACK RECORD**

### **A. Organization, Membership, and Mission**

1. Provide a description of your organization and membership
2. How many members does your organization have?
3. Attach your membership application and cite the page number(s) in your Bylaws regarding membership qualifications
4. Any other information you wish to share about your members

### **B. Relationship to DHHL Homestead Lessees**

1. Describe your connection and relationship to DHHL homestead lessees and other HHCA beneficiaries, homestead associations, and other beneficiary-serving organizations.
2. Attach a board resolution from the homestead(s), or other evidence of engagement, participation, or support from the homestead(s) your project intends to serve.
3. Provide specific examples or documentation of active collaboration with homesteads, beneficiary-serving organizations, and other community resources.

### **C. Organization's Capacity and Capability**

1. Strong organizations are self-aware and objective about what life cycle stage they are in – emerging, start up, growth, maturity, renewal, decline. Provide one to two examples of lessons learned of your organization and describe capacity areas your organization is currently addressing, such as:
  - a. Strategic planning;
  - b. Board governance;
  - c. Leadership succession;
  - d. Project management;
  - e. Financial management (fund development, grant writing, grants management);
  - f. Marketing/ community outreach;
  - g. Programs and services research, development, delivery, evaluation;

- h. Human resource development (e.g., board members, paid staff, volunteers, contractors, consultants); and
  - i. Administrative systems including record keeping and nonprofit compliance.
2. Describe your project team and key partners, include information on their qualifications and their specific role in the proposed project. If the project team member or partner is a Membership organization, please provide the following information.
- a. How many members does the organization have?
  - b. Provide a description of the organization’s membership
  - c. Attach the membership application and describe member eligibility and qualifications
  - d. Include any other information you wish to share about the members

Attach documentation such as a board resolution, letter of engagement, intent to participate, support letter, contract, etc.

3. Describe your organization’s track record, in carrying out projects and programs on a similar scale that you are proposing (in scope and budget).
- a. How many years has your organization managed and operated the program or service?
  - b. In the last five years, provide specific example(s) that demonstrate your organization’s track record to successfully carryout projects and rapidly deploy resources. Include the: funding entity name and contact information; dollar amount and funding period; what was accomplished; and the impact or benefits to the homestead(s).

**II. PROJECT READINESS**

**A. Description of the Proposed Project**

Subcategory	Description
Program	Program or service name: Year started: Total number of years in operation:
Program delivery area(s)	List homestead(s) and number of lessees currently served by your program/service
DHHL Land Disposition Type and Number, if applicable	Grant applicant must be the same entity named on the DHHL Land Disposition

**B. Description of Proposed program and/or Service**

Provide a narrative and supporting data of the program and/or service that your organization currently delivers.

- 1. Describe the need, problem, or opportunity that your program and/or service is intended to address.
- 2. Purpose and goals of the proposed project.

3. Scope of work outlining the activities and tasks you will carry out along with an estimated work schedule.
4. If the proposed project is part of a larger project supported by DHHL funds or other sources, explain what has been accomplished so far and the need for DHHL grant funds at this time.
5. How does the proposed project connect to the outcomes of the HHCA or improve the general welfare and conditions of native Hawaiians?
6. How does the proposed project align with “existing homestead services?”
7. Address the timeline of when the objective will be accomplished, the population of a specific group the objective will focus on; the indicators of measurable signs that something has been done; and targets of the amount of change, increase, decrease, or improvements that will be achieved.
8. Describe your recruitment and selection process for project participants.

Describe your data collection and verification procedures that DHHL Lessees will be served.

### **III. BENEFICIARY INVOLVEMENT**

#### **A. Planning, Implementation, and Evaluation of the Proposed Project**

1. Is this a “Priority Project” identified in a DHHL Regional Plan? If so, please cite the plan name, year, and page number of the Priority Project.
2. Describe how DHHL homestead lessees and other beneficiaries, homestead associations, and other beneficiary organizations were involved in identifying the need for your program and/or service
3. Describe how DHHL homestead lessees and other beneficiaries will be involved in the planning, implementation, and evaluation of the proposed project.
4. Describe how this proposed project compliments existing services or programs delivered by organizations serving the same area and/or beneficiary population.
5. Describe your community outreach plan to inform DHHL Lessees and other beneficiaries on your proposed project during the grant period, if awarded.

#### **B. Detailed Work Plan**

The work plan is your opportunity to describe exactly what you will be using the grant funds for. It should provide the details of how your project will be carried out. You should include specific activities, when they will be conducted, who will be involved, what you expect to achieve with each activity (the outcome), and what resources will be used.

In addition to a narrative description of your workplan, provide a summary in table form using the format below. Include (1) a list of all proposed activities, (2) the expected outcome of each activity, (3) who will be responsible for carrying out each activity, and (4) the expected start and end dates for each activity.

Activity	Outcome	Who responsible	Start date	End Date

If you will be using this grant to hire a consultant(s), describe what they will do and attach their resume or statement of qualifications. If you have not yet engaged with a consultant(s), please describe the qualifications you are seeking.

#### **IV.SUSTAINABILITY**

##### **A. Sustainability Plan and Partial Funding**

1. Provide a plan for how the project will be sustained after the DHHL grant is over and a contingency plan if you receive partial funding from DHHL:
  - a. Describe how you will maintain the project after the grant funds are spent. Please include your plans on leveraging this DHHL grant. Explain how the program will be maintained and managed (operations) and will be financially supported.
  - b. Please explain whether your organization has a business plan. Will this grant be used to prepare or update your business plan?
  - c. Describe how your organization recruits new board members and key staff/volunteers and trains members. Please provide your for leadership succession.
  - d. Explain what you will do if you only receive a portion of the funds you are requesting or the proposed project is not awarded funds from DHHL.

##### **B. Budget Information**

1. Complete a detailed budget breakdown using the Budget Information Sheet, including the Expense Budget and Income Budget using the attached forms on pages 64 – 65. The totals for the Expense Budget and the Income Budget should be equal the same amount.
2. Include a budget narrative to explain each budget expense item and to show the calculations of how you arrived at each budget figure.
3. Explain how you will adjust the budget if not all anticipated funding is received.
4. Match funds and in-kind donations are optional for this grant program. Additional points will be given for match funds and/or in-kind donations.



# Department of Hawaiian Home Lands

## Budget Information

Applicant  
Name: \_\_\_\_\_

**Instructions:**

1. Please complete each form for the Project Expense Budget and Project Income Budget. You may attach separate sheets if the same format is used. The totals for the Expense and Income Budgets (in the right bottom corners of the expense and income sections) should be the same.
2. Attach separate sheets with a budget justification narrative including details and cost calculations for all budget items.

### Project Expense Budget

DESCRIPTION	DHHL FUNDS REQUESTED	OTHER FUNDS	IN-KIND	TOTAL
<b>PERSONNEL</b>				
Salary				
Fringe				
TOTAL PERSONNEL				
<b>NON-PERSONNEL</b>				
Travel				
Lease/purchase equipment				
Supplies				
Contract Services (please specify):				
Insurance				
Other (please specify):				
TOTAL NON-PERSONNEL				
<b>TOTAL EXPENSES</b>				

**Project Income Budget**

	<b>Cash</b>	<b>In-Kind</b>	<b>Total</b>	<b>Status*</b> (secured, committed, or pending)
DHHL grant				Pending
Applicant contribution				
Other (List)				
<b>TOTAL INCOME</b>				

- Applicant will be asked to re-verify match funds and in-kind donations at time of grant award notification.
- Status – Please use the following terms to describe the status of each cash and in-kind donation:
  - **Secured** - Donation is on hand. Attach the signed and fully executed agreement (copy of check, grant agreement, contract, memorandum, etc.).
  - **Committed** - Donation is committed but not yet readily available.
  - **Pending** - Your organization has made a request (verbal, letter, written application or otherwise) and is awaiting a decision from the donor.

**Department of Hawaiian Home Lands**

Request for Proposals number: RFP-24-HHL-004

**PART III. Required Forms and  
Attachments**

**Department of Hawaiian Home Lands**  
**Assurance of Service to native Hawaiians**  
**Form A**  
RFP-24-HHL-004

**Instructions:** Insert Applicant's name in the blank. Form must be signed by an authorized person of the Applicant.

Per 10-6.1-5, HAR, beneficiaries that receive assistance must be native Hawaiian.

Beneficiaries of funding under a DHHL grant award must trace and conclusively prove that they are at least 50% Hawaiian ancestry. DHHL must rely on documented evidence that meets eligibility requirements and reduces the possibility of error. In many cases, submitting birth certificates for the beneficiaries, the beneficiary's parents and grandparents will provide sufficient proof that the beneficiary of the services under an award from DHHL has at least 50% Hawaiian ancestry. The burden of proof rests on the grantee.

This is to certify that, when requested, \_\_\_\_\_ (insert Applicant name) will provide genealogies or other appropriate proof of at least 50% Hawaiian ancestry, for the beneficiaries of any project operating with the support of DHHL grant funds.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print  
Title

**Department of Hawaiian Home Lands**  
**Assurance of Acknowledgment and Support**  
**Form B**  
RFP-24-HHL-004

**Instructions:** Insert Applicant's name in the blank. Form must be signed by an authorized person of the Applicant.

\_\_\_\_\_ (insert Applicant's name) hereby agrees that all publicity, publications, and other materials produced in connection with any project funded by grants from the Department of Hawaiian Home Lands (DHHL) will acknowledge the support of DHHL in a way appropriate to the medium.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**Department of Hawaiian Home Lands**  
**Sample Board List**  
**Form C**  
RFP-24-HHL-004

**Instructions:**

- Please provide a complete list of current board members.
- Provide contact information for each board member.
- For each board member, please indicate if he/she is a HHCA beneficiary.
- If your organization is registered with the DCCA, please ensure your board list with DCCA is the same as listed below.

Name of Applicant:

---

For each board member, please provide the following information:

Name:

Board Position / Title:

Term start and end dates: \_\_\_\_\_ month/year to \_\_\_\_\_ month/year

Address:

Phone:

Email:

\_\_\_\_\_ Please check here if this board member is a HHCA beneficiary.

Name:

Board Position / Title:

Term start and end dates: \_\_\_\_\_ month/year to \_\_\_\_\_ month/year

Address:

Phone:

Email:

\_\_\_\_\_ Please check here if this board member is a HHCA beneficiary.

Name:

Board Position / Title:

Term start and end dates: \_\_\_\_\_ month/year to \_\_\_\_\_ month/year

Address:

Phone:

Email:

\_\_\_\_\_ Please check here if this board member is a HHCA beneficiary.

**Department of Hawaiian Home Lands**  
**Applicant's Articles of Incorporation and Bylaws**  
**Form D**  
RFP-24-HHL-004

**Department of Hawaiian Home Lands**  
**SAMPLE Required Board Resolution**  
**Form E**

RFP-24-HHL-004

**Instructions:**

1. Please print on organization letterhead
2. You may use your own organization's board resolution format or customize this sample to meet your needs, if the information on your resolution is like the sample provided.
3. The signer must be someone different than the person(s) named in the resolution. Consider identifying more than one signer and people who are accessible.

<p>Print on Letterhead (must include mailing address and telephone number)</p> <p>Board Resolution No. _____</p> <p>The Board of Directors of _____ (organization) resolved on _____ (board meeting date when this resolution was passed), at a duly held meeting of the Board, that _____ (name of person(s) being given authorization), who is _____ (Board position held by the person who is authorized to sign documents) is authorized to sign documents on behalf of _____ (organization);</p> <p>Be it resolved that the Board of Directors approves the submittal of this grant application for the Department of Hawaiian Home Lands RFP-24-HHL-004.</p> <p>This resolution is certified to be true by:</p> <table style="width: 100%; border: none;"><tr><td style="width: 50%; border-top: 1px solid black; padding-top: 5px;">Signature</td><td style="width: 50%; border-top: 1px solid black; padding-top: 5px;">Date</td></tr><tr><td colspan="2" style="border-top: 1px solid black; padding-top: 5px;">Print Name and Board Position</td></tr></table>		Signature	Date	Print Name and Board Position	
Signature	Date				
Print Name and Board Position					



**Department of Hawaiian Home Lands**  
**SAMPLE Board Governance Certification**  
**Form F**

RFP-24-HHL-004

Print on Letterhead  
(must include mailing address and telephone number)

Subject: DHHL RFP-24-HHL-004

We the undersigned of \_\_\_\_\_ (insert Applicant name) verifies that board members are not compensated and the organization has bylaws and/or policies that govern how business is conducted which includes policies on procurement, conflicts of interest and nepotism, and conflict and dispute resolution.

This is to certify that when requested by DHHL, \_\_\_\_\_ (insert Applicant name) will provide copies.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Chief Executive Officer

**Department of Hawaiian Home Lands  
Most Recent Financial Statement (Organization's Financial  
Statement, Treasurer's Report, or US Internal Revenue Service  
Form 990)  
Form G  
RFP-24-HHL-004**

**Department of Hawaiian Home Lands  
Certificate of Vendor Compliance (CVC) from  
Hawaii Compliance Express and  
Certificate of Good Standing from DCCA  
Form H  
RFP-24-HHL-004**

**Department of Hawaiian Home Lands**  
**US Internal Revenue Service 501(c)(3) Determination letter**  
**(if applicable)**  
**Form I**  
RFP-24-HHL-004

**Department of Hawaiian Home Lands**  
**Indirect Cost Agreement (If Applicable)**  
**Form J**  
RFP-24-HHL-004

**Department of Hawaiian Home Lands**  
**Assurance of Dedicated Matching Funds and In-Kind Services**  
**(If Applicable)**  
**Form K**  
RFP-24-HHL-004

**Instructions:** Insert organization's name in the blank. Form must be signed by an authorized person of the organization.

\_\_\_\_\_ hereby affirms that any monies designated as matching funds and in-kind services under the terms of a Department of Hawaiian Home Lands grant will be dedicated to and will under no circumstances be assigned for any other purposes or projects.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**Department of Hawaiian Home Lands**  
**Evidence of Support**  
**Form L**  
RFP-24-HHL-004

**Department of Hawaiian Home Lands**  
**Partner Certification**  
**Form M**  
RFP-24-HHL-004

**Print on Partner Letterhead**

(must include mailing address and telephone number)

Applicant name: \_\_\_\_\_

Subject: DHHL RFP-24-HHL-004

We the undersigned of \_\_\_\_\_ (insert Project Team Member or Key Partner name) certify that we are committed in partnership with the above organization in the proposed project. Our organization's role is as follows:

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Print name

\_\_\_\_\_

Board President

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Print name

\_\_\_\_\_

Chief Executive Officer



**Department of Hawaiian Home Lands**  
Request for Proposals number: RFP-24-HHL-004

## **PART IV. Other Materials**

Insert any other supporting materials, as necessary