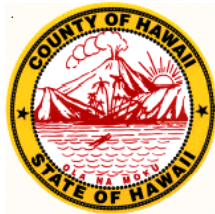




IN PARTNERSHIP WITH THE
COUNTY OF HAWAI'I



**REQUEST FOR PROPOSALS
FOR THE 2009
COUNTY PRODUCT ENRICHMENT
PROGRAM (CPEP)**

Solicitation No. RFP CPEP 2009

**DEADLINE TO APPLY:
Monday, August 18, 4:30 p.m. HST**

Issued by:

**County of Hawai'i
Department of Research and Development
Mailing Address: 25 Aupuni Street, Room 109, Hilo, HI 96720
Physical Address: Hilo Lagoon Centre, 101 Aupuni Street,
Suite PH 1014-C, Hilo, HI 96720
Phone: (808) 961-8505 / (808) 961-8366
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E-mail: sdonoho@co.hawaii.hi.us
Website: <http://co.hawaii.hi.us/rd/cpep09.htm>**

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Exhibits

2009 Application Form

Attachments

- A. Proposal Outline
- B. Sample Project Budget
- C. Sample Corporate Resolution

General Terms and Provisions of Memorandums of Agreements with County of Hawai'i

Sample Progress Report Form

Sample Final Report Form

Sample Final Financial Report Form

**REQUEST FOR PROPOSALS
FOR THE 2009
COUNTY PRODUCT ENRICHMENT PROGRAM
(Solicitation No. RFP CPEP 2009)**

I. BACKGROUND

A. Introduction.

The “Hawai‘i Tourism Strategic Plan: 2005-2015” (*TSP*) articulates the following vision developed through a community process involving Hawai‘i’s visitor industry stakeholders:

By 2015, tourism in Hawai‘i will:

- honor Hawai‘i’s people and heritage;*
- value and perpetuate Hawai‘i’s natural and cultural resources;*
- engender mutual respect among all stakeholders;*
- support a vital and sustainable economy; and*
- provide a unique, memorable and enriching visitor experience.*

One of the nine (9) strategic initiatives identified as essential to attaining this vision was “Tourism Product Development.” Among the critical issues affecting Hawai‘i’s tourism product noted in the *TSP* were the following:

- *Visitors, especially repeat visitors, want unique, diverse and quality experiences.*
- *Visitors seek cultural and authentic experiences as well as interaction with community-based events.*
- *Visitors are focusing on specific interests and products in their destination planning decisions.*

The goal for this initiative is to “Provide a diverse and quality tourism product unique to Hawai‘i that enhances the Hawai‘i visitor experience and enriches residents’ quality of life.” One of the objectives is to: “Support the development of new, and strengthen existing experiential visitor activities and products.” And, one of the strategies specified for this initiative is the continuation of the Product Enrichment Program (PEP). The full plan document is available at www.hawaiitourismauthority.org/pdf/tsp2005_2015_final.pdf.

Many efforts tied to Hawai‘i’s visitor industry future call for encouraging sustainable practices that affect the “triple bottom line” – the economy, the community and the environment. As such, the HTA in partnership with the County of Hawai‘i would like to encourage participants in the County Product Enrichment Program to consider incorporating and implementing “green” practices into your program, festival or event. These practices could include, but are certainly not limited to, such efforts as:

- a. Increasing recycling efforts;
- b. Minimizing waste production;
- c. Buying local;
- d. Minimizing printing and limiting number of handouts;
- e. Using recycled products such as paper for printing;
- f. Using more environmentally friendly products and/or biodegradable products;

- g. Providing transportation alternatives such as car sharing, or park and ride options;
- h. Conserving water;
- i. Ensuring your venue has an environmental sustainability policy; and/or
- j. Incorporating energy efficient practices;

While the program does not require the implementation of any of these practices, they are strongly encouraged and recommended.

B. Objectives.

The County is soliciting Product Enrichment Program proposals on behalf of the Hawai‘i Tourism Authority (HTA) that will meet the following objectives:

- Provide a year-round calendar of events, activities and experiences; with special attention given to the “shoulder” periods including the months of April and May, and September through the first half of December.
- Distribute events, activities and experiences throughout the County.
- Support the development of tourism activities in the six targeted niche areas of agriculture, culture, education, health and wellness, nature and technology (see following definitions).
- Provide a diverse range of “value-added” experiences.
- Provide venues for increased resident-visitor interaction.
- Support community-based tourism initiatives.
- Foster public-private sector partnerships.
- Support HTA’s goal of increasing visitor expenditures and length of stay.

C. Definitions.

Agri Tourism: Tourism related to experiencing and appreciating agricultural products, settings, and lifestyles.

Cultural Tourism: Tourism related to Hawai‘i’s host and multi-ethnic cultures that provide residents and visitors with enriching experiences and insights into the history, customs, art and traditions of our islands.

Eco Tourism: Tourism related to experiencing Hawai‘i’s natural attractions, unique flora, fauna, and culture in a manner which is ecologically responsible, economically sustainable, encourages the well-being of the local community, and is infused with the spirit of *aloha ‘āina*.

Edu Tourism: Tourism related to formal and informal education and training in life-long learning experiences in Hawai‘i’s unique natural and multi-cultural environment.

Health and Wellness Tourism: Tourism related to the health and wellness industry, focusing on travel for the purpose of enhancing the wellness of the mind, body, and spirit of individuals, families and groups.

Technology Tourism: Tourism related to educating/informing visitors about Hawai‘i’s science and technology assets.

II. PROGRAM SPECIFICATIONS

- A. **Eligible Applicant.** Applicant must be a legal non-profit organization registered with the State of Hawai'i or the Internal Revenue Service.
- B. **Eligible Programs.** Programs must be undertaken and completed between January 1, 2009 and December 31, 2009. Proposed projects must fall under one of the targeted tourism niche areas: agriculture, culture, education, health and wellness, nature, or technology. Capital improvement projects, infrastructure development, sports activities, and business or organizational start-up plans will not be considered.
- C. **Budget.** The HTA has allocated \$500,000 to the County for the County Product Enrichment Program with up to 15% of the funds to be used to administer the program. However, it should be expressly understood that the actual amount allocated for this RFP is solely dependent on the quality of the proposals received. The County reserves the right to not utilize the entire amount of funds allocated. Additionally, should Transient Accommodations Tax (TAT) revenues not match budgeted projections, the HTA and therefore the County reserves the right to re-allocate this budgeted amount.
- D. **Award Limits.** To ensure support for multiple programs throughout the County, applicants may request an award of no more than \$30,000.00.
- E. **Matching Funds Requirement.** There is a 1:1 minimum matching funds requirement to the amount of funds requested. Matching funds can be in the form of cash or a combination of cash and in-kind contributions. Matching funds, for the purpose of meeting the 1:1 requirement, shall not come from other state sources, or the HTA's marketing contractors (including the Hawai'i Visitors and Convention Bureau or its chapters). Applicants awarded funding will need to provide the County with proof of matching funds prior to the County routing the contract.

Any contribution to the project other than cash is considered "in-kind" and may be considered as matching funds if included. This would include, but not be limited to, volunteer hours, supplies, or services contributed to the project. A reasonable dollar value must be attached to the in-kind contribution. Acceptable proof of matching funds includes, but is not limited to, a letter of commitment, copy of a check, receipts of deposit, bank statement, or a copy of an agreement between the contractor and another sponsor. A list of sponsors and/or in-kind contributions is not acceptable proof.

- F. PROPOSALS ARE DUE BY 4:30 P.M., HAWAIIAN STANDARD TIME (HST), ON MONDAY, AUGUST 18, 2008, AND SHALL BE POSTMARKED OR DELIVERED TO THE FOLLOWING ADDRESS:**

County of Hawai'i
Department of Research and Development
Mailing Address: 25 Aupuni Street, Room 109, Hilo, HI 96720
Physical Address: Hilo Lagoon Centre, 101 Aupuni Street,
Suite PH 1014-C, Hilo, HI 96720

No proposal in response to this RFP shall be considered if received or postmarked after the stated due date and time. Proposals must arrive via mail or courier service or be delivered in person by 4:30 p.m. HST to the above address, or be postmarked by that date and time, in packaging of proposer's preference providing the solicitation number, and the organization's name and address are clearly printed on the outside. Applicants are cautioned to make and confirm prior arrangements to ensure timely delivery before the due date and time. An applicant shall assume full responsibility for timely delivery of the proposal to the County office as noted above. The County time clock shall serve as the official time. No exceptions will be considered for any proposal submitted or postmarked after the due date and time.

- G. No electronic submission of the proposal or any part in response to this RFP via internet, email, facsimile, or electronic transmission shall be accepted for evaluation.**
- H. Evaluation Committee and Review Process.** Proposals will be evaluated by the CPEP Committee whose members are selected by the County and includes representatives of the county and the HTA as well as community representatives from throughout the County. Proposals that are marked confidential in all aspects will not be considered.
- I. Technical Assistance Programs.** Applicants awarded funds through this RFP must agree to attend, at their own expense, HTA mandated training seminars.

III. PROJECT CRITERIA

Proposals will be evaluated based on the following criteria:

Qualifications/Experience (25%)

- Depth and breadth of experience in performing similar work
- Level of integrity, reliability, and credibility of the organization
- Staff resources of contractor/sub-contractor including relevant expertise of individuals responsible for planning, developing and implementing proposed project or program

Demonstration of fiscal accountability (25%)

As demonstrated through:

- Financial statement

- Budget, including past performance, if applicable

Proposal (50%)

- Project feasibility
- Ability to meet HTA's and the County's product enrichment strategy and objectives relative to, but not limited to, timing, location, niche market, and visitor impact
- Validity of project evaluation plan (indicators and measures of success)
- Project sustainability
- Degree of community support

IV. GENERAL PROVISIONS AND CONDITIONS

- A. Proposal submissions in response to this RFP should be prepared simply and economically, providing a straightforward, concise description of the applicant's qualifications, proposed project and project benefits and outcomes. Emphasis should be on completeness and clarity of content. Colorful bindings, displays, promotional material, etc. are not encouraged.
- B. The HTA and the County are not responsible for any expenses that a respondent may incur in preparing and submitting a proposal.
- C. By submitting a proposal, the applicant acknowledges and agrees that HTA's and the County's consideration, discussion, or disclosure of nonproprietary material for evaluation purposes by the HTA and the County shall not result in any liability on the part of the HTA and the County, including its board, staff, and/or agents, to the applicant or any third party or person. All responses prepared by a respondent under this RFP will be for the exclusive and deliberative use by the HTA and the County. Any submission received will become the property of the County and will not be returned to the respondent.
- D. This solicitation and any contract executed pursuant to this solicitation are subject to the availability of public funds and approval from required entities to enter into such contracts. The respondent acknowledges and agrees that the HTA and the County reserve the right to terminate this solicitation and any contract upon prior notice that the HTA and the County lack public funding affecting the ability to implement the funding priorities established, and that the contractor waives any claim for consequential and liquidated damages, if any, arising from said termination.
- E. The HTA and the County reserve the right to accept or reject any or all proposals and to waive any defects in said Solicitation if deemed to be in the best interest of the State, County and program. The HTA and the County further reserve the right to shorten or extend posted schedule dates when doing so is reasonably in the best interest of the State of Hawai'i.
- F. An initial screening may take place immediately after the proposals are opened by a representative of the County. The initial screening process involves reviewing all submitted proposals for completeness, conformity, clarity and to see if all significant requirements of the Solicitation have been addressed. Proposals not meeting these minimum requirements may be rejected and dropped from further consideration.

G. Tax Clearance, Labor Certificate and Certificate of Good Standing. As a prerequisite to entering into a contract with the County (for contract awards of \$25,000 or more) and again to receive final payment, applicant shall immediately obtain a tax clearance certificate from the Hawai‘i Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) to the effect that all tax returns due have been filed, and all taxes, interest, and penalties levied against the applicant or accrued have been paid.

Additionally, contract awards of \$25,000 or more require a Department of Commerce and Consumer Affairs Certification BREG- Certificate of Good Standing (Valid for 6 months from issuance) and a Department of Labor and Industrial Relations Certificate Form LIR#27 (12/03/03) (Valid for 6 months from issuance).

1. It is recommended that the “Tax Clearance Application” be submitted to the DOTAX as soon as possible as the request may take 21 calendar days to process.
2. The “Tax Clearance Application, Form A-6” may be obtained at the District Offices in Hawai‘i of the DOTAX. The tax clearance application may also be obtained, completed, and submitted on-line through the DOTAX website at <http://www.state.hi.us/tax/alphalist.html#a>. The application for a tax clearance is the sole responsibility of the applicant and must be submitted directly to the DOTAX. However, the original and completed tax clearance certificate shall be submitted to the County. Applicant should request a clearance for a “County contract” to ensure both the DOTAX and IRS clearance stamps are issued.
3. Online clearance may be acceptable for those applicants who meet the requirements of the DOTAX for this method of clearance certification.
4. Hawaii Compliance Express (HCE) is an on-line service that allows vendors selling goods and services to the State and County government entities to quickly and easily demonstrate that they are under compliance with State procurement laws. By registering on-line with HCE, vendors can expedite this process with a one-stop service and be able to receive a single electronic Certificate of Vendor Compliance, if they are compliant with all of the applicable agencies including the Department of Taxation, Internal Revenue Service, Department of Commerce and Consumer Affairs, Department of Labor (Unemployment Insurance & Disability Insurance Divisions) and Department of Business Economic Development & Tourism. The HCE registration requires an annual \$12 registration fee which provides the vendor with a full year of service. For more information go to <http://vendors.ehawaii.gov> and click on the Frequently Asked Questions link for instructions on how to register within HCE.

H. Public Disclosure. Upon execution of the written contract, all documents submitted by the respondent and maintained by the County shall be subject to public inspection and copying under Hawai‘i’s Uniform Information Practices Act (Modified) provided in chapter 92F, Hawai‘i Revised Statutes; provided that, any confidential commercial or proprietary information may be withheld. Respondent should identify and clearly mark the documents containing any confidential commercial or proprietary information in the manner previously discussed herein.

I. Compliance with Law. In addition to any statutory laws described or incorporated

herein, respondents shall comply with any and all applicable State, County, and Federal statutes, regulations, codes, directives, and guidelines related to the performance of the contract, including any statutory law related to contracting with the State of Hawai‘i.

J. The terms and conditions shall be set forth in the award. If the terms are not agreeable to the successful proposer and if no agreement can be reached by both parties, the award may be dissolved without penalty to either party.

K. **Campaign contributions by State and County Contractors.** Contractors are hereby notified of the applicability of Section 11-205.5, Hawai‘i Revised Statutes, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

V. TIMELINE

The following is the estimated timeline for this RFP process:

July 7: RFP Application Period Opens.
August 18: Deadline to submit proposals to the County (4:30 p.m. HST). Applications must be either delivered to the County, or postmarked by this date.
September 30: Scheduled date for review and discussion of proposals by the CPEP Kala Committee to select awardees.
October 17: Scheduled date for award letters to be issued and contract creation process to begin.

Note: Contracts cannot be routed through the County until January 1, 2009 and no funds can be distributed until the contract completes routing.

VI. FREQUENTLY ASKED QUESTIONS

1. *Who can apply?*

Any bona fide **non-profit organization** registered with the State of Hawai‘i or federal government that meets the strategy, objectives and proposal conditions as outlined in the County Product Enrichment Program (CPEP) Information Packet, for a project to be held in the County.

2. *What types of projects will be considered?*

The Product Enrichment Program has funded many different types of projects—from one-day events to weeklong festivals, to ongoing programs. All projects and programs that meet the objectives and criteria of the Product Enrichment Program will be considered as long as they are undertaken and completed between January 1, 2009 and December 31, 2009.

Projects must relate to tourism enrichment activities, which for these purposes consist of all elements – physical, experiential and emotional – that contribute to a destination’s

experience. This does not include manufactured products such as, but not limited to, videotapes, books or souvenirs. Capital improvement projects, infrastructure, sporting activities, and business or organizational start-up plans will *not* be considered. Programs whose primary purpose is to raise funds for a non-profit organization will *not* be considered.

For a listing of prior CPEP-funded projects, please see the Hawai‘i Tourism Authority (HTA) website at www.hawaiitourismauthority.org (go to “What We Do – Product Development – PEP”).

Also, for information on other HTA programs that may be more appropriate for your project, please see the HTA website. Product Development Program activities are described under “What We Do – Product Development.”

3. *What do we do for projects that occur on more than one island?*

If the same, or very similar, project is scheduled for multiple islands, the applicant should submit the proposal to one County only and clearly identify the islands on which the program will be held. If the project occurs in more than one County, the County will refer the project to the Hawai‘i Tourism Authority (HTA) for consideration under their Statewide Product Enrichment Program (SPEP). The overall criteria are the same as for the CPEP.

However, in such a case, the proposal will be reviewed by selected HTA staff. If selected for an SPEP award, the contract will be directly with the HTA, and contract requirements will follow the State of Hawai‘i regulations for contracting. (Projects awarded funding through the CPEP are issued a contract with the County.)

In the CPEP review process, if it is determined that same or similar proposals have been submitted to more than one County as separate proposals, the HTA reserves the right to remove those proposals from the County process and request a revised, combined proposal from the applicant to be considered under the SPEP.

4. *Can multiple proposals be submitted?*

Yes. Multiple proposals from an organization will be accepted and considered independently of each other. If multiple proposals are significantly different and meet the established criteria, and adequate funds are available, they may be funded.

5. *Will another RFP be issued later in the year?*

Another RFP is not planned for at this time. However, the County may reserve a portion of the funds for use as new opportunities arise throughout the year. Funding for projects will be contingent upon the ability of the applicant to meet the criteria and objectives of the Product Enrichment Program, and on the availability of funding from the HTA.

6. *How are payment schedules determined? What documentation is required for payment on the contract to be made?*

The payment schedule is negotiable prior to the execution of the contract. For the payments to be processed, the contractor must submit a signed invoice and all deliverables required for the payment to be processed, per the executed contract. The County is required to retain a minimum of 10% of the approved funding for final payment to be made once the agreement has been fulfilled. For the final payment, additional deliverables include a final written report and final financial report on the forms provided (see attached exhibits), and samples of promotional efforts, if applicable. For the final payment on awards of \$25,000 or more, a current tax clearance certificate, issued within 60 days of the request for final payment with both state and federal clearance stamps, is also required.

7. *What constitutes a valid tax clearance certificate and when do they need to be submitted?*

A tax clearance certificate with both the Hawai‘i Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) stamps, indicating to the effect that all tax returns due have been filed, and all taxes, interest, and penalties levied against the applicant or accrued have been paid, is required at the time your proposal is submitted.

If your proposal is selected for funding, and your award is for \$25,000 or more, an updated tax clearance certificate may be required if the tax clearance certificate on file has expired. For purposes of contract execution, a tax clearance certificate is valid for six (6) months. Your failure to provide an acceptable tax clearance certificate in a timely manner will delay the execution of an award contract.

Another tax clearance certificate is required to process the final payment on a contract for \$25,000 or more. This certificate must have been issued within 60 days of the request for final payment to be considered valid.

VII. APPLICANT INSTRUCTIONS

All of the following items must be submitted as part of the proposal package for the proposal to be considered. The proposal package must be clearly marked with the applicant’s name and address, and the RFP reference number (“RFP-PDP 2008”), and include:

One (1) original (marked as such and including an original signature executed in ink, preferably in blue ink), and **four (4) copies** of the complete proposal. Proposals should be typed and double-spaced. Paper should be plain white, 8 ½” x 11”; the use of elaborate binders or presentation media is discouraged.

A complete proposal shall include:

1. Completed 2009 CPEP Application Form (see attached), signed and dated by an individual authorized to legally bind the applicant.
2. Detailed written description of the project in accordance with the attached Proposal Outline (see Attachment A).
3. Detailed budget for the project and for the overall event following the attached sample budget format (see Attachment B). Include all sources of income expected

(CPEP funds requested, other cash, and in-kind values), and a detailed listing of expenses breaking out the CPEP request, other cash support expected, and in-kind support expected to complete the project.

4. Organization's most recent financial statement certified as to its accuracy by an officer of the organization. (Government entities are not required to submit this document.)
5. For other than first-time events, final financial report for the event in the most recently completed year.
6. Funding history for a recurring event or project, listing county and/or state funds received in previous years, if applicable.
7. For projects that have received CPEP funding in the past, a copy of the final report submitted for the most recently completed event.
8. A valid tax clearance certificate with both Hawai'i State Department of Taxation and Federal Internal Revenue Service clearance stamps. Please note that, if selected for funding, an updated certificate may be required if the submitted certificate has expired by the time of contract execution. (Government entities are not required to submit this document.)
9. A copy of the organization's by-laws, corporate resolutions or other documentation to verify the person(s) authorized to sign legal documents on behalf of the organization (see Attachment C). (Government entities are not required to submit this document.)

2009
COUNTY PRODUCT ENRICHMENT
PROGRAM (CPEP) EXHIBITS

**COUNTY PRODUCT ENRICHMENT PROGRAM
APPLICATION FORM
For Year 2009**

APPLICANT INFORMATION:

Organization (Full Legal Name) _____

Contact Person _____ Title _____

Street Address _____

Mailing Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____ Email _____

Federal Taxpayer ID No. _____ State Taxpayer ID No. _____

Organization is a (check one): Non-profit entity Government entity
 Other (please explain) _____

This proposal is submitted for consideration under the HTA County Product Enrichment Program for the following niche market area (check only one):

- | | |
|--|--|
| <input type="checkbox"/> Agritourism (Agriculture) | <input type="checkbox"/> Cultural Tourism |
| <input type="checkbox"/> Eco Tourism (Nature) | <input type="checkbox"/> Edu Tourism (Education) |
| <input type="checkbox"/> Health and Wellness Tourism | <input type="checkbox"/> Technology Tourism |

PROGRAM OVERVIEW (To be completed by all applicants):

Program Title _____

Amount Requested: \$ _____ Total Estimated Budget: \$ _____

Briefly describe your target audience (who are you hoping to attract as participants and/or who are you hoping to attract as attendees):

FOR FESTIVALS OR EVENTS ONLY:

Event Date(s) _____

Event Location(s) _____

In 60 words or less, list and briefly describe **Major Elements** of the event (i.e., parade, arts and crafts sales, food sales, music and entertainment, etc.):

Person you would like to list on promotional materials for people to contact for more information about your festival/event (this can be the event organizer or a person designated to answer questions about the program):

Name: _____

Phone _____ Email _____

FOR ONGOING PROGRAMS ONLY:

Program Start & End Dates _____

Program Location(s) _____

In 60 words or less, briefly describe the project:

CERTIFICATION: *(Unsigned proposals will not be accepted.)*

The information contained in this application is true and correct to the best of my knowledge and belief. The document has been duly authorized by the governing body of the applicant organization.

Signature of Authorized Official

Date

Print Name

Title

2009 COUNTY PRODUCT ENRICHMENT PROGRAM PROPOSAL OUTLINE

Please follow the outline provided below for your written proposal.

GENERAL BACKGROUND *(Maximum One Page)*

1. **DESCRIPTION OF ORGANIZATION:** Provide a brief history of the establishment, development, and accomplishments of the organization.
2. **QUALIFICATIONS AND EXPERTISE:** Describe the qualifications and expertise of the individuals responsible for implementing the project.

PROJECT DESCRIPTION/HISTORY *(Maximum Four Pages)*

3. **DESCRIPTION OF PROPOSED PROJECT:** Provide an overview of the proposed project. Provide a work plan describing the activities/tasks you will undertake to implement the project.
4. **TARGET AUDIENCES AND PROMOTIONAL PROGRAM:** Describe your target audience(s) and how you plan to reach your targeted audience(s). Include a schedule of all promotional and advertising activities, if applicable.
5. **COMMUNITY SUPPORT AND INVOLVEMENT:** Discuss the need in the community for this project and its value to the community. Identify all entities that support or are directly involved in this project.
6. **PROJECT SUSTAINABILITY:** Describe how the project will be sustained on an ongoing basis.

PROJECT IMPACT *(Maximum One Page)*

7. **MEASURES OF SUCCESS:** Describe the applicable accountability and performance measurements for all work to be performed in this project. How will you measure whether or not the proposed project was successful? What do you expect to be the benefits and outcomes of the project? These “indicators of success” should reflect measures that can be reliably and accurately attained, and that demonstrate a successful event/program as articulated in the proposal outline. While some measures may be qualitative, please provide detailed quantifiable values where possible. A **minimum of five (5)** different appropriate measures of success must be identified along with estimated projections or anticipated results for each measure.

Measures could include, but are not limited to:

- Total number of attendees (not including participants) to the event;
 - Total number of participants in the project;
 - Perpetuation of unique cultural tradition;
 - Number of attendees/participants from off-island;
 - Number of attendees/participants from out-of-state;
 - Education and awareness of visitors about Hawai‘i’s unique natural resources;
 - Total sales receipts of vendors/participants in the event;
 - Satisfaction levels of attendees; and/or
 - Estimated dollar value of media coverage.
8. For other than new projects, provide actual results from most currently available year (2007 or 2008). These past results do not necessarily have to match the measures and targets identified for 2009. *For projects that received HTA/CPEP funding in 2007 and/or 2008, these measures must be provided. Failure to provide this information may cause the proposal to be rejected and dropped from further consideration.*

SAMPLE PROJECT / EVENT BUDGET

	CASH		IN-KIND	TOTAL
	HTA/CPEP REQUEST	Other Sources		
Expenses				
<i>Marketing</i>				
<i>Operating</i>				
<i>Administrative</i>				
TOTAL EXPENSES				

Income	TOTAL HTA/CPEP REQUEST	TOTAL OTHER CASH	TOTAL IN-KIND	TOTAL
HTA/County Product Enrichment				
(Name sponsor)				
(Name sponsor)				
(Name sponsor)				
(Name sponsor)				
Organization's Contribution				
TOTAL INCOME				

Marketing Expenses: This category includes advertising, promotional activities and/or items such as posters, flyers, brochures, collateral materials, public relations, and website development or enhancement.

Operating Expenses: This category includes program operating costs such as equipment rental (e.g., tents or sound equipment), entertainment, travel, security, office supplies, postage, etc. Category could also include research and development costs (e.g., consultant services). Generally, County Product Enrichment funds are not approved to support general operating expenses of the organization itself.

Administrative Expenses: This category includes salaries/wages, taxes/benefits, and administrative fees. The targeted percentage for administrative expenses should not exceed 20% of the total amount requested from the County Product Enrichment Program.

SAMPLE CORPORATE RESOLUTION

(Organization's Letterhead)

CORPORATE RESOLUTION

I, **(Name)** _____, **(Title)** _____ of
(Organization Name) _____, do hereby
certify that the following is a full, true and correct copy of a resolution duly adopted by the
Board of Directors of said Corporation, at its meeting duly called at **(Location & Address)**
_____, on the _____ day of **(Month)**
_____, 200_, at which a quorum was present and acting throughout; and that said resolution
has not been modified, amended or rescinded and continues in full force and effect.

RESOLVED that the person(s) holding positions(s) of **(Name of Position(s))**
_____, is/are hereby authorized to execute on behalf of the Corporation any bid,
proposal or contract for services performed by the Corporation, and to execute any bond required
by any such bid, proposal or contract with the State of Hawai'i or County or any department or
sub-division of any of them.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporation seal of said
(Organization) _____, this _____ day of **(Month)**
_____, 200_.

Signature & Title*

* Note: The Corporate Resolution is usually certified and signed by the secretary of the organization.

**GENERAL TERMS AND PROVISIONS
OF MEMORANDUM OF AGREEMENTS
WITH THE COUNTY OF HAWAI'I**

1. PAYMENT: Payment shall be made available to the Contractor upon execution of the contract, and upon receipt of proper invoicing, proof of Contractor's matching funds, appropriate tax clearances, written reports and other information required from the Contractor under the contract. All such information shall be mailed to the Department of Research and Development, 25 Aupuni Street, Room 109, Hilo, Hawai'i, 96720, or delivered to the Department of Research and Development 101 Aupuni Street, Suite 1014-C, Hilo, Hawai'i 96720. Final payment shall be made available to the Contractor upon the County's receipt and approval of the Contractor's final written report in accordance with the requirements described in RFP CPEP 2009 and the County's issuance of a notice of final approval and acceptance advising the Contractor of the satisfactory fulfillment of the terms of the contract and receipt of a certificate of tax clearance.

2. PROGRESS PAYMENTS: The Contractor's compensation shall be paid in periodic progress payments only if specifically called for by a schedule in the contract.

3. TAX CLEARANCE, LABOR CERTIFICATE AND CERTIFICATE OF GOOD STANDING: If the amount of funding provided by the County for the Contractor's program is \$25,000 or more, the Contractor, including out-of-state contractor, shall apply to the Hawai'i State Tax Office and the Internal Revenue Service in accordance with Section 103-53, Hawai'i Revised Statutes, for a tax clearance prior to the execution of the contract and again before final payment can be made by the County to the Contractor. In the event the Contractor is unable to furnish the appropriate certificates within ten (10) calendar days of being requested to do so, the County may proceed to re-open negotiations with other acceptable submittals.

Additionally, for contract awards of \$25,000 or more require a Department of Commerce and Consumer Affairs Certification BREG- Certificate of Good Standing (Valid for 6 months from issuance) and a Department of Labor and Industrial Relations Certificate Form LIR#27 (12/03/03) (Valid for 6 months from issuance).

Hawaii Compliance Express (HCE) is an on-line service that allows vendors selling goods and services to the State and County government entities to quickly and easily demonstrate that they are under compliance with State procurement laws. By registering on-line with HCE, vendors can expedite this process with a one-stop service and be able to receive a single electronic Certificate of Vendor Compliance, if they are compliant with all of the applicable agencies including the Department of Taxation, Internal Revenue Service, Department of Commerce and Consumer Affairs, Department of Labor (Unemployment Insurance & Disability Insurance Divisions) and Department of Business Economic Development & Tourism. The HCE registration requires an annual \$12 registration fee which provides the vendor with a full year of service. For more information go to <http://vendors.ehawaii.gov> and click on the Frequently Asked Questions link for instructions on how to register within HCE.

4. TERM: The term of the contract shall commence as of the effective date of the contract and continue to and including the date specified in the contract, unless the contract is terminated sooner as provided in the contract. Notwithstanding the foregoing, the term of the contract may be extended by written, mutual agreement of the parties.

5. REPORTS: The Contractor shall prepare and submit to the Department of Research and Development (the “Department”) written reports as specified in the contract using the standardized Progress and Final Report Forms as provided in the RFP CPEP 2009.

6. PROGRAM APPROVAL: All programs funded by the County under the contract shall be subject to and receive approval of the County prior to any payment to the Contractor. Any changes or deviations to any program must be submitted in writing for the review and approval of the Department. The Department’s approval shall be in writing.

7. PROMOTIONAL / EDUCATIONAL MATERIAL: The Contractor shall acknowledge the County of Hawai’i Department of Research and Development and the Hawai’i Tourism Authority as contributors of funds in all printed, broadcast, and other advertisement and educational material and documents relating to the Contractor’s program. The Contractor shall list all events or programs with the Hawai’i Visitors & Convention Bureau’s Calendar of Events website and the Hawai’i Knowledge Bank when applicable. The Contractor shall send a minimum of one representative to attend educational trainings sponsored by the Hawai’i Tourism Authority during calendar year 2009 for purposes of building capacity and knowledge base of the Contractor’s employees, subcontractors and volunteers.

8. MODIFICATIONS OF CONTRACT: The County may at any time make such modifications in the contract, which shall be made by a written supplemental agreement. Modifications involving no reduction or increase in compensation may be made by written order of the Director of the Department of Research and Development (the “Director”). All modifications requested by the Contractor shall be in writing.

9. DELAY IN PERFORMANCE OF CONTRACT: If any delay in the performance under the contract occurs as a result of unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not limited to, acts of God, acts of the public enemy, acts of the County with respect to the contract, acts of another contractor in the performance of a contract with the County, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers, then the Contractor may be granted an extension of the time for performance corresponding to the delay. No extension of time, however, shall be granted unless a written application therefore stating in detail the cause or causes of delay is filed by the Contractor with the Director within ten (10) calendar days after the commencement of the delay. No extension of time shall be deemed a waiver of the right of the County to require the completion of the services under the contract within the time required herein as so extended by the specific terms of such extension, nor a waiver of right to terminate the contract for any other or additional delay not covered by the specific terms of such extension.

10. ABANDONMENT OF THE PROGRAM, DEATH OR DISABILITY OF CONTRACTOR: In the event the County terminates the contract because it wishes to abandon, defer, restudy or revise the program, or in the event the Contractor, in the case of an individual, dies or becomes physically or mentally disabled, the Contractor or the Contractor’s estate shall be compensated in the same proportion of the compensation under the contract as the services performed bear to the services to be performed under the contract.

11. RIGHT OF THE COUNTY TO TERMINATE: The County shall have the right to suspend performance under the contract or terminate the contract in whole or in part at any time by written notice to the Contractor. If the termination is for reasons other than default of the Contractor, the Contractor shall be compensated in the same proportion of the compensation under the contract as the services performed bear to the services to be performed under the contract.

12. TERMINATION DUE TO CONTRACTOR'S DEFAULT: The County shall have the right to terminate the contract, if the Contractor:

- a. Fails to begin work under the contract at the required times; or
- b. Unnecessarily delays the performance of the contract or any part thereof; or
- c. Fails to perform the contract in accordance with specified times; or
- d. Fails to perform the contract in accordance with directions from the Director; or
- e. Discontinues performance of the contract; or
- f. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency; or
- g. Fails to pay for all labor, tools, material and/or equipment; or
- h. Violates or fails to comply with any of the terms, covenants and conditions of the contract.

13. AUTHORITY TO WITHHOLD MONEY DUE OR PAYABLE: The County may withhold such amounts from the money due or to become payable under the contract to the Contractor as may be necessary to protect the County against liability or to satisfy the obligations of the Contractor to the County.

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

15. AUTHORITY OF THE DIRECTOR: The Director shall decide any question or dispute concerning any provision of the contract, which may arise during its performance. The Director's decision shall be final and binding upon all parties unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence, provided that nothing herein shall be construed as making final and binding any decision of the Director on a question of law. Pending final decision of any dispute or question, the Contractor shall proceed diligently with the performance under the contract in accordance with the decision of the Director.

16. LAWS AND REGULATIONS: The Contractor shall be responsible for being fully informed of all state and federal laws, ordinances, codes, rules and regulations, which in any manner may affect the contract and the performance thereof, including but not limited to:

- a. All sections of the Hawai'i County Charter and Hawai'i County Code;
- b. Chapter 103, Hawai'i Revised Statutes, as amended, relating to expenditure of public money;
- c. Chapter 378, Hawai'i Revised Statutes, as amended, relating to fair employment practices;

- d. Chapter 489, Hawai'i Revised Statutes, as amended, relating to discrimination in public accommodations;
 - e. Chapter 396, Hawai'i Revised Statutes, as amended, relating to occupational safety and health; and
 - f. Chapter 386, Hawai'i Revised Statutes, as amended, relating to workers' compensation law
- The Contractor shall comply with all such present state and federal laws, ordinances, codes, rules and regulations, and all amendments thereto. If any discrepancy or inconsistency is discovered between the contract and any such law, ordinance, code, rule or regulation, the Contractor shall forthwith report the same in writing to the Director.

17. NONDISCRIMINATION CLAUSE: During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor shall comply with all requirements set forth in federal and state laws and regulations relative to Title VI of the Civil Rights Act of 1964, as amended, which provide for nondiscrimination in federally assisted programs.
- b. The Contractor shall not discriminate against any employee or applicant for employment because of race, ancestry/national origin, religion, pregnancy, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law. The Contractor shall assure that applicants are employed and the employees are treated during employment without regard to race, ancestry/national origin, religion, pregnancy, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. The Contractor agrees to post in conspicuous places notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
- c. The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, ancestry/national origin, religion, pregnancy, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law.
- d. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts until such time that the Contractor by satisfactory evidence, in good faith, ceases such discriminatory practices or procedures.
- e. The Contractor who subcontracts any portion of the contract shall assure the County that such subcontractor shall abide by the nondiscrimination provisions stated herein and agrees that any subcontractor who is found in violation of such provisions shall subject the principal contractor's contract with the County to be terminated or suspended pursuant to Section 16-d above.
- f. The county may direct any bidder, prospective contractor, or subcontractor to submit a statement in writing signed by an authorized officer, agent, or employee of the contracting party that the signer's practices and policies do not discriminate on the grounds of race, ancestry/national origin, religion, pregnancy, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law, and that the terms and conditions of

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

18. REMEDIES NOT EXCLUSIVE: The express provision in the contract of certain measures which may be exercised by the County for its protection shall not be construed to preclude the County from exercising any other or further legal or equitable right to protect its interests.

19. FORUM SELECTION: No action or proceeding involving the contract shall be commenced by either party except in the Circuit or District Courts of the Third Circuit, County of Hawai'i, State of Hawai'i; nor shall any action commenced in such court be removed or transferred to any other state or federal court.

20. CONTRACTOR'S FAILURE TO COMPLY WITH ALL REQUIREMENTS OF SOLICITATION AND CONTRACTUAL CONDITIONS: The Contractor's failure to comply with any and all of the conditions of the contract and the Solicitation for Proposals, referenced in the contract and made a part thereof, may result in the denial or rejection of future funding to the Contractor from the County.

21. CONSTRUCTION OF CONTRACT: The masculine shall be deemed to embrace and include the feminine and the singular shall be deemed to embrace and include the plural whenever required in the context of the contract.

4) Describe your next major steps for this project/program.

5) Attach copies of all news articles, advertisements, flyers, brochures, etc. available to date.

6) Additional Comments:

Submitted by: _____
(Name) (Title)

(Phone) (Fax) (Date)

For Staff Use Only

Date Received by County Office: _____

Progress Report Accepted by: _____
(County Product Enrichment (Date)
Program Staff's Initial)

(County Product Enrichment (Date)
Program Coordinator's Initial)

3) Using the indicators of success identified in your proposal, provide your targeted goals for each of these measures and the actual results achieved through this program. Explain why you did or did not reach the expected outcomes for each measure or indicator of success.

4) Describe how this project/program could be improved.

5) Attach copies of all news articles, advertisements, flyers, brochures, etc.

6) Additional Comments:

Submitted by: _____
(Name) (Title)

(Phone) (Fax) (Date)

For Staff Use Only

Date Received by County Office: _____

Final Report Accepted by: _____
(County Staff Initial) (Date)

(HTA Staff Initial) (Date)

FINAL FINANCIAL REPORT OF ACTUAL EXPENSES AND INCOME

CONTRACT NUMBER: _____

	CASH		IN-KIND	TOTAL
	HTA/CPEP AWARD	Other Sources		
Expenses				
<i>Marketing</i>				
<i>Operating</i>				
<i>Administrative</i>				
TOTAL EXPENSES				

Income	TOTAL HTA/CPEP AWARD	TOTAL OTHER CASH	TOTAL IN-KIND	TOTAL
HTA/County Product Enrichment				
(Name sponsor)	-			
(Name sponsor)	-			
(Name sponsor)	-			
(Name sponsor)	-			
Organization's Contribution	-			
TOTAL INCOME				

I hereby certify that all financial statements represented in this final report to the County relating to Contract/Agreement Number _____ (Agreement), are accurate and that funds allocated through the HTA/County Product Enrichment Program under this Agreement have been expended in accordance with the provisions set forth in this Agreement, including the budget that was made a part of said Agreement.

Organization/Contractor

Signature

Project Title

Print Name

Date Signed

Title