

COUNTY OF HAWAII
DEPARTMENT OF
RESEARCH & DEVELOPMENT

Notice of Availability of
R&D Grants for 2007-2008

DEADLINE TO APPLY:
Wednesday, March 7, 2007, 4:30 p.m. HST

Issued by:

County of Hawaii

Department of Research and Development

Physical & Mailing Address: 2100 Kanoelehua Avenue, C-5

Hilo, Hawaii 96720

Telephone: (808) 981-8395

E-mail: chresdev@co.hawaii.hi.us

Website: <http://co.hawaii.hi.us/rd/noa0708grants.pdf>

January 24, 2007

NOTICE OF AVAILABILITY OF R & D GRANTS FOR 2007 - 2008

SEALED PROPOSALS must be received on or before 4:30 P.M., March 7, 2007, in the office of the Department of Research and Development, County of Hawai'i, 2100 Kanoelehua Avenue, C-5, Hilo, Hawai'i, 96720, or be postmarked on or before 4:30 P.M., March 7, 2007 for the following:

R & D GRANT PROPOSAL NO. R&D 2007-2008:

The Department of Research and Development is soliciting proposals for funding in preparation for the 2007-2008 fiscal year. The intent of the grant awards is to improve the quality of life for the people of Hawai'i County through responsible and sustainable economic, societal and environmental practices in agriculture, tourism, new industry development, energy and film resources. Proposals must address and support the program goals and objectives for the subject areas above. Proposals submitted shall be reviewed and considered for the receipt of supplemental funding.

All proposals reviewed and recommended for supplemental funding by the Department of Research and Development shall be subject to the County of Hawai'i's executive and legislative budget review process. Notification of the Department's approval and recommendation for funding shall be made on April 16, 2007. Proposals submitted after the deadline may be considered, pending availability of funds.

Proposal forms, specifications and special provisions can be obtained at <http://co.hawaii.hi.us/rd/noa0708grants.pdf> or call 981-8395. Questions regarding clarification of any information contained in the Solicitation for Proposals document, including all attachments, must be received in writing on or before February 16, 2007. The County of Hawai'i reserves the right to reject any proposal.

JANE H. TESTA
Director of Research and Development

Hawai'i Tribune Herald
West Hawai'i Today

Publication Date: January 28 & 30, 2007
1.1

R&D GRANTS FOR 2007-2008

SOLICITATION FOR PROPOSALS

Solicitation for Proposals

Introduction

The Department of Research and Development (hereinafter referred to as “Department”) annually solicits proposals for projects or activities that will improve the quality of life for the people of Hawai`i County through responsible and sustainable economic, societal and environmental practices in agriculture, tourism, new industry development, energy and film resources. The Solicitation for Proposals described herein reflects the Department’s goals to support economic development programs proposed by community organizations, research and educational institutions and government agencies.

Goals and Objectives

The Department is soliciting proposals for supplemental funding for the 2007-2008 fiscal year for new and enhanced projects that demonstrate a balance in meeting the needs of the present without compromising the needs of future generations and improve the quality of life for the people of Hawai`i County through responsible and sustainable economic, societal and environmental practices within the following program objectives:

Agriculture. The Department awards grants in the range of \$2,500 to \$12,000 for agricultural projects in the following areas: 1) innovative research; 2) research in areas of urgent interest; 3) marketing research and promotion of products; and 4) collection and dissemination of information.

Tourism. The Department awards grants in the range of \$3,000 to \$30,000 for tourism projects to: 1) develop projects that create awareness and education of cultural and natural resources; and 2) support sporting events and emerging visitor market segments. Additionally, awards for expanded and complex marketing and promotion of the island as a preferred visitor destination may be supported.

New Industry and Industry Development. The Department awards grants in the range of \$2,000 to \$5,000 for new industry and industry development in the following areas: 1) development of heritage corridors; 2) dissemination of business related information that will enable businesses to expand, diversify and compete; 3) development of the local workforce; and 4) partial sponsorship of leadership capacity building training.

Energy. The Department awards grants in the range of \$3,000 to \$10,000 for energy projects in the following areas: 1) enhanced energy efficiency; and 2) utilization of renewable energy resources.

Film. The Department awards grants to educate the public about the film industry through multi-cultural films.

Successful proposals must clearly show a public or community nexus to the stated outcomes of the proposal. Projects and programs that benefit individuals or for-profit businesses are not eligible for grant funds. Funds may not be used for salaries, capital improvements, construction, business or organizational start-up plans, or film production.

All such proposals shall be subject to this Solicitation for Proposals, including the Specifications attached hereto as Exhibit "A" and made a part hereof and the Contract Provisions attached hereto as Exhibit "B" and made a part hereof.

R&D GRANTS FOR 2007-2008

EXHIBIT A

EXHIBIT A

SPECIFICATIONS

PROPOSAL CONDITIONS. There is a 1:1 matching funds requirement to the amount of funds requested. If the proposer is awarded funding, the proposer must provide the Department with proof of its matching funds within thirty (30) days of its award notification. Acceptable proof of matching funds includes, but is not limited to, a letter of commitment, copy of a check, receipts of deposit, bank statement, or a copy of an agreement between the proposer and another sponsor. A list of sponsors and/or in-kind contributions is not acceptable proof. Back-up documentation is required for contract execution.

Grant funds may be requested by submitting an original project proposal to the Department's Director using the Department of Research and Development Standardized Proposal Form ("Proposal Form"), attached hereto as Exhibit "A-1" and made a part hereof. The proposal must be typed on a plain white letter size paper and double-spaced. The Proposal Form must be completed, signed and submitted with the project proposal and pertinent documents to the Department by the deadline set forth below. Costs associated in preparing the proposal shall not be charged to the County of Hawai'i. Failure to provide all information requested in the Proposal Form may result in the rejection of the proposal.

The original proposal and two (2) copies, Proposal Form and pertinent documents (one set only) must be hand delivered on or before 4:30 P.M., March 7, 2007, to the Department of Research and Development, County of Hawai'i, 2100 Kanoelehua Avenue, C-5, Hilo, Hawai'i, 96720, or postmarked on or before 4:30 P.M., March 7, 2007. Proposals will not be accepted at the Department of Research and Development's Kona office nor will e-mail or fax copies be accepted. All proposals will be time-stamped when received and shall remain sealed until the deadline. Proposals

received after the deadline may be considered, pending availability of funds. The proposer shall be solely responsible for the timely arrival of its proposal.

Proposals shall not be made available to the public until such time as an award is made or all proposals are rejected by the Department. After award, all proposals shall be public information, except proposal sections containing proprietary information or other information not appropriate for public perusal which shall be sealed by the proposer in a separate envelope marked "PROPRIETARY INFORMATION."

AMBIGUITY, CONFLICT, DISCREPANCIES, OMISSIONS OR OTHER ERRORS IN THE SOLICITATION FOR PROPOSALS. Any proposer who discovers any ambiguities, conflicts, discrepancies, omissions or other errors in the Solicitation for Proposals shall notify the Department in writing on or before February 16, 2007. Modifications of the Solicitation for Proposals shall be made by issuing an addendum by February 21, 2007, and a written notice of such modifications shall be sent to all persons who have been furnished the Solicitation for Proposals.

If a proposer fails to notify the Department on or before February 16, 2007 of any errors in the Solicitation for Proposals known to the proposer, the proposer shall submit the proposal at its own risk; if the proposer is selected by the Department, the proposer shall not be entitled to additional compensation or time by reason of such errors or their later correction. The Department may also modify the Solicitation for Proposals prior to the February 21, 2007 deadline by issuing an addendum to all persons who received the Solicitation for Proposals, or by issuing addenda after negotiations have begun with all proposers whose proposals are being considered for funding. All addenda shall be numbered consecutively beginning with number "1." It shall be the responsibility of the proposer to assure all addenda have been received at all times prior to the March 7, 2007 deadline. Only written addenda in response to written inquiries or comments will be considered as alteration to this Solicitation for Proposals.

INTERPRETATION OF PROVISIONS. Notwithstanding any other provisions, if there is any doubt as to the interpretation of any of the provisions herein, the proposer shall submit an inquiry in writing on or before February 16, 2007. The Department shall issue an addendum responding to the inquiry by February 21, 2007, as indicated above. Any questions regarding the interpretation of any provision after proposals have been opened and/or a contract awarded shall be subject to a ruling by the Director of the Department, whose decision shall be final. In addition, the Director shall have the sole power to decide and resolve matters which may arise in the future and/or which may not be covered in the proposal.

PROPOSER QUALIFICATIONS. The proposer shall:

- A. Be an educational institution, State agency, a not-for-profit organization incorporated under the laws of the State of Hawai`i or a non-profit organization exempt from the federal income tax by the Internal Revenue Service. In the case of a nonprofit organization, members of its governing board shall have served without compensation and have no material conflict of interest;
- B. Have at least one year's experience with the project or in the program area being proposed. The Director may grant an exception from this requirement if the proposer has demonstrated the necessary experience in the program area;
- C. Be licensed and accredited, as applicable, in accordance with the requirements of the federal, state and county governments;
- D. Have a staff or authorized representatives adequately trained to administer and provide the service described;
- E. Meet all requirements of the funding source(s);
- F. Meet matching fund requirements; and
- G. Have bylaws and policies that describe the manner in which business is conducted including management, audit, and fiscal policies and

procedures and polices on nepotism and the management of potential conflict of interest situations.

PROPOSAL EVALUATION CRITERIA. Proposals shall be evaluated on the following:

Qualifications/Experience

30 points

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

Fiscal Accountability

30 points

- As demonstrated through:
 - Financial Statement.
 - Budget.

Proposal

40 points

- Project's ability to attain product/outcome or program objectives.
- Project's feasibility.
- Program measures for evaluation and effectiveness.
- Project's sustainability.
- Degree of community support or collaboration.

The Department reserves the right to make an award based only upon proposals as submitted or may require submittal of additional information and/or oral presentation.

The Department also reserves the right to negotiate with one or more proposers and request best and final offers provided that no proposer's proposal or information regarding its negotiation with the Department shall be public information or shared with any other proposer until after an award is made.

The Department further reserves the right to use any ideas presented in any proposal or as a result of any negotiation, unless marked "PROPRIETARY," whether from a successful or rejected proposal.

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

DISCLOSURE OF PROPOSAL CONTENTS. All proposal information, including pricing, shall be held in strict confidence and shall not be revealed or discussed with competitors. Proposals submitted may be reviewed and evaluated by those officials who have a legitimate interest in the matter and by no others. All material submitted from all proposers becomes the property of the County of Hawai`i. If any material is returned, it will be at the option of the Department. Proposal information that is considered by the proposer to be proprietary should be identified by the proposer as such and sealed in a separate envelope. If information is not identified as proprietary, the County reserves the right to use any or all ideas presented in any of the proposals. Selection or rejection of the proposal does not affect this right.

In evaluating proposals, any pages marked "PROPRIETARY," "CONFIDENTIAL" or otherwise clearly intended not to be made public WILL NOT be considered, except those dealing with financial resources and condition or references, existing customers and the like. Thus, if all pages of a proposal are marked as not public information or a cover document indicates the entire proposal is proprietary or otherwise restricted, the proposal may be rejected. The Department shall have the option of requesting that sections improperly marked as proprietary be amended or rejecting the proposal without further action.

At the conclusion of the process, resulting in either a contract award or rejection

of all proposals, all material except that marked proprietary shall become public information.

INITIAL SCREENING OF PROPOSALS. An initial screening shall 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, and clarity, and to see if all significant requirements of the Solicitation for Proposals have been addressed. Proposals not meeting these minimum requirements may be rejected and dropped from further consideration.

EVALUATION OF PROPOSALS. The Director of the Department shall select a review committee or a designated program specialist to review the proposals. Proposals shall be evaluated based on the Proposal Evaluation Criteria listed hereinabove. Unless all proposals are rejected, the Department shall enter into negotiations with one or more qualified proposers and may request best and final offers.

Discussions may be conducted with individual proposers whose proposals were determined to be likely to be selected for award, but proposals may be accepted without such discussions. Selected proposer(s) should be prepared to give a presentation to the Department in support of their proposal prior to final selection, if deemed necessary. The Director of the Department shall make the final selection.

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

WITHDRAWAL OF PROPOSALS. A proposer may withdraw its proposal by

submitting a written request to the Director of the Department any time prior to the proposal being scheduled for review and evaluation.

INDEMNITY. The proposer shall conduct its activities as not to endanger any person; and shall indemnify, save and hold harmless the County and all of its officers, agents and employees from any and all claims for deaths, injuries, losses, damages and liabilities to persons or property occasioned wholly or in part by acts or omissions of the proposer, its agents, officers, employees, or any persons under the control of the proposer.

REPORTING REQUIREMENT. All Department grants require that a final report of the project be provided to the Department. Department funding must be acknowledged in this report and in all other publications based on the project results. All project(s) reports and results are considered public property and cannot be patented, copyrighted or restricted in any manner unless specifically agreed to by both parties.

CONTACT FOR INFORMATION. If the proposer requires additional information, requests for additional information shall be made in person or in writing to the Department of Research and Development, 2100 Kanoelehua Avenue, C-5, Hilo, Hawai'i, 96720. Telephone Number: (808) 981-8395, Fax (808) 981-2096.
E-Mail: chresdev@co.hawaii.hi.us.

R&D GRANTS FOR 2007-2008

STANDARDIZED PROPOSAL FORM

EXHIBIT A-1

Following is the **REQUIRED** outline and format for proposals:

Discuss the organization's qualifications including:

- Brief background, purpose and goals
- How the organization is similar to and/or different from other organizations in the State
- Other organizations your group works closely with and the nature of that relationship
- Targeted population of who your organization serves
- Measures your organization uses to assess effectiveness in meeting goals of the group

Discuss the specific project for which your organization is requesting funds:

(One page only)

- Summary
- Brief description of the proposed project
- Overall timetable
- Budget Summary

C. Overall program goals and objectives:

- Discuss the project and why it is important to your organization and the County
- Experience or expertise which qualifies your organization to carry out the project
- What the project proposes to accomplish
- The means used to execute the project; include project location, schedule, personnel, facilities (if applicable) and a general description of methodology
- Discuss the economic benefit of this project to the County
- Discuss how this project will demonstrate a balance of meeting the needs of the present without compromising the needs of future generations
- How will the results of the completed project be assessed

Discuss the budget which is being submitted:

- Provide a detailed breakdown of the total cost of the project, specifying the source of funds for each component using the budget form in Exhibit A-2
- Specify consequences of the County's denying this request or reducing the amount of funds
- The County's role in this project beyond that of funding

ORGANIZATION DOCUMENTS: (To be included or updated as applicable)

- Current Charter or Articles of Incorporation, By-laws or policies, Resolutions (indicating authorized representative to execute agreements on behalf of organization)
- List of names, titles, addresses and occupations of officers and members of the Board of Directors, including length of service on the board and termination date of current appointment *(to be updated during the year if the grant is awarded)*
- List of persons who will execute the project and manage the activities to be funded, with description of their education, work experience and qualifications

ACKNOWLEDGEMENT

I, the undersigned, hereby certify that the information provided in this Department of Research and Development Solicitation for Proposal has been reviewed in its entirety and the affixed signature accepts responsibility on behalf of said organization to inform its members of the content herein. All terms and conditions of Department of Research and Development Solicitation for Proposal shall be a part of any contract entered into as a result of this proposal.

Print/Type Name: _____ Signature: _____

Title: _____ Date: _____

R&D GRANTS FOR 2007-2008

PROJECT BUDGET

EXHIBIT A-2

EXHIBIT A-2

PROJECT BUDGET

EXPENSES	County Funding Requested	Other/Cash Funding Sources	In-Kind Contributions	TOTAL
Operating Costs				
Marketing Costs				
Administrative Costs				
Other (describe)				
TOTAL EXPENSES				

INCOME (Sources)	County Funding Requested	Other/Cash Funding Sources	In-Kind Contributions	TOTAL
Total Income				

Budget Clarifications and Instructions

EXPENSES

- Operational: includes program operating costs such as equipment rental, facility rental, entertainment, travel, security, supplies and materials, postage, products, printing, shipping, some consultant services.
- Marketing: includes advertising, promotional items like flyers, brochures, collateral materials, posters, electronic media, public relations, and website development or enhancement.
- Administrative: could include sub-contractual services but not salaries and wages or benefits.
- Other: not to include equipment items unless as a special exception made by the department.

Columns should be added and totaled at the bottom. The “Total Expenses” at the bottom should be added across and match the “Total” column at the right bottom corner.

INCOME

- List all income sources and assign their contribution to the appropriate column (cash or in-kind).
- The request being made to the department should also be listed.

Columns should be added and totaled at the bottom. The “Total Income” at the bottom should be added across and match the “Total” column at the right bottom corner.

Both “Total” amounts in the right bottom corners of the Expenses and the Income tables should be the same. Your Expense Total and your Income Total should match.

R&D GRANTS FOR 2007-2008

CONTRACT PROVISIONS

EXHIBIT B

EXHIBIT B

CONTRACT PROVISIONS

1. **PAYMENT:** Payment shall be made available to the Contractor upon execution of the contract, and upon receipt of proper invoicing, proof of Contractor's matching funds, appropriate tax clearances, written reports and other information required from the Contractor under the contract. All such information shall be mailed or delivered to the Department of Research and Development, 2100 Kanoelehua Avenue, C-5, 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 R & D GRANT PROPOSAL NO. R&D 2007-2008 ("Proposals"), 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:** If the amount of funding provided by the County for the Contractor's program is \$25,000 or greater, 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.

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 progress reports as specified in the contract.

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. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

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

practices and policies do not discriminate on the grounds of race, ancestry/national origin, religion, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law, and that the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions stated herein.

17. **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.

18. **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.

19. **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.

20. **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.