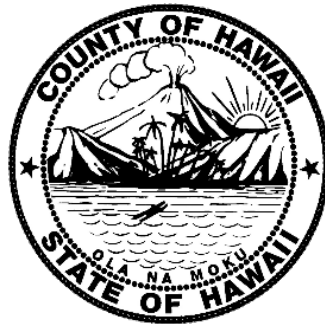


HOMELESSNESS & HOUSING FUND | RFP FY 2024-2025

RFP EXHIBITS B-H



ISSUED BY

COUNTY OF HAWAII OFFICE OF HOUSING & COMMUNITY DEVELOPMENT (OHCD)

1990 KINO'OLE STREET, SUITE 102

HILO, HI 96720

 (808) 961-8379

 OHCDENGAGEMENT@HAWAIICOUNTY.GOV

WWW.HOUSING.HAWAIICOUNTY.GOV/GRANTS-FUNDING/HOMELESSNESS-AND-HOUSING-FUND

DEADLINE TO APPLY:



Monday, SEPTEMBER 16, 2024, 4:00 PM HST

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

Exhibit B - Organization Information

Exhibit B - Organization Information

Please provide the following information.

B.1. Project Name:

B.2. Organization Name:

B.3. Organization Physical Address:

B.4. Organization Mailing Address:

B.5. Name and Contact Information of Primary Representative

B.6. Organization Telephone Number:

B.7. Organization Website:

B.8. Organization Email:

B.9. Federal Tax ID Number:

B.10. Hawai'i General Excise Tax Number:

B.11. For ALL APPLICANTS, please attach the following two (2) required documents. Please note, incomplete applications will be disqualified.

Certificate of Vendor Compliance from State's Hawai'i Compliance Express program, government entities excluded (See Section 3.9 of RFP) *Required

Confidentiality, Data Security, and Privacy Policies & Procedures (See Section 3.11 of RFP) *Required

B.12. Which one applies to your organization:

- Not for Profit Organization
- A State, County, research or educational institution or agency

For NOT-FOR-PROFITS ONLY, please attach the following five (5) required organizational documents:

- Current Charter or Articles of Incorporation *Required**
- Current Corporate Resolution, if required per by-laws *Required**
- A current Board of Directors list including names, titles, addresses, occupations, and terms of office for all officers and members of the Board of Directors *Required**
- Current By-Laws *Required**
- Non-Profit IRS verification of tax-exempt status *Required**

If not applicable, please upload a document explaining why.

Exhibit C - Goals and Outcomes

Exhibit C - Goals and Outcomes

Please provide the following information.

Before proceeding, I have thoroughly reviewed the following section of the Homelessness and Housing Fund RFP that is pertinent for understanding the requirements and attachments outlined in this part of the application: Section 1 titled "General Information".

C.1. Name of Organization

C.2. Project Name:

C.3. Total Amount of Grant Request:

C.4. Brief description of the proposed project. Include project activities, program guidelines, timeline, population served, and how this project addresses the specific needs in our area. 2400 character limit

C.5. How many total Participants does the proposed project expect to serve or engage with? Please indicate a time period with answer (e.g. weekly, monthly, over the course of the one-year Agreement period). 600 character limit

C.6. Service area of proposed project:

C.7. Review Table 1.2.1 of Section 1.2 of the RFP, "Roadmap Priorities and Goals". Select the Priority from the drop-down menu below that is most relevant to your proposal and services provided. Up to four (4) Priorities may be selected if multiple apply. Then, provide a brief explanation of how the proposed project directly addresses this Roadmap Priority. For more information on the creation of the Roadmap Priorities, read the full report in Exhibit A of this dashboard.

C.7a. Priority #1 (select from drop-down list of 13 Roadmap Priorities)

Please provide an explanation of how the proposed project directly addresses this Roadmap Priority. 1000 character limit

Does your project have an additional priority? If so, repeat C.7a. for Priority 2, 3, 4 (max).

Before proceeding, I have thoroughly reviewed the following section of the Homelessness and Housing Fund RFP that is pertinent for understanding the requirements and attachments outlined in this part of the application: Section 2 titled "Requirements & Expectations – Data, Reporting, and Outcomes".

C.8. Please identify at least five (5) projected success outcomes of the proposed project. ***Required**

Success Outcome 1

- **Description of Success Outcome** *400 character limit*
- **How will this outcome be measured? What methods will you use to track this outcome? Which specific metrics will you use to measure success?** *400 character limit*
- **This outcome will lead to which of the Metrics that Matter?**

Repeat for Success Outcomes 2, 3, 4, 5...

Exhibit D - Proposal Project Narrative

Exhibit D - Proposal Project Narrative

Please provide the following information.

Before proceeding, I have thoroughly reviewed the following sections of the Homelessness and Housing Fund RFP that are pertinent for understanding the requirements and attachments outlined in this part of the application: Section 2 titled "Requirements & Expectations – Data, Reporting, and Outcomes", Section 3 titled "Requirements & Expectations – Administrative and Management", and Section 4 titled "Proposals".

CATEGORY 1: SERVICE DELIVERY

D.1. How will you identify and engage individuals who are currently experiencing homelessness? Please explain the process for determining/confirming the housing status (unstably housed/homeless) of individuals at time of program entry. 1800 character limit

D.2. Describe the criteria your organization will use to prioritize program entrance based on vulnerability and need. 1800 character limit

D.3. How do the services provided to Participants meet the long-term needs of these individuals? 1800 character limit

CATEGORY 2: ALIGNMENT WITH HHF PROGRAM

D.4. Ensuring that Homelessness is Rare: Does this proposed project offer participants a direct pathway to housing? Y/N

D.4a. Please explain. Refer to Page 7 of RFP. 1500 character limit

D.5. Does the project/program have a system in place to connect or refer participants to housing services? Y/N

D.5a. Please explain. 1800 character limit

D.6. Explain how your organization fosters community partnerships and coordination with other service providers to guarantee timely access to resources and support, beyond the services offered by your organization. Refer to Sections 3.3-3.7 of RFP. 1800 character limit

D.7. Ensuring that Homelessness is Brief: How does this project reduce the time from initial contact to housing placement? Please explain how you will track the reduction in time spent experiencing homelessness. Refer to Page 7 of RFP. 1800 character limit

D.8. Ensuring that Homelessness is Non-recurring: What measures will you implement to ensure individuals remain in stable housing long-term? Refer to Page 7 of RFP. 1800 character limit

D.9. What follow-up and support services do you offer to individuals who exit your program? *1800 character limit*

CATEGORY 3: STAFFING AND ORGANIZATIONAL CAPACITY

D.10. Provide information on the key personnel identified by the organization to manage and implement the proposed project. Describe the roles, qualifications, and experience of each individual. Indicate which of these key personnel will serve as the County's primary point of contact, including their name, job title, and contact information. Refer to Sections 3.1 and 3.8 of RFP. *1800 character limit*

D.11. Describe the training and development process of personnel who will provide direct services for the proposed program. Explain how supervision, direction, and ongoing evaluation of the program services will be conducted. Refer to Section 3.8 of RFP. *1800 character limit*

D.12. Detail how your organization's staff capacity, participant-to-staff ratios, and proposed caseload capacity can effectively support this proposed project. Refer to Section 3.8 of RFP. *1800 character limit*

Required Attachment (As outlined in Section 2.5 of RFP)

Organizational Chart ***Required**

***No files uploaded*

CATEGORY 4: PROGRAM EXPERIENCE AND CAPABILITY

D.13. Please outline the resources already secured for implementing the proposed program or provide detailed plans for acquiring necessary resources with potential funding. These resources may include operational facilities, supplies, system infrastructure, key personnel, or any other relevant items identified by your organization. *1800 character limit*

D.14. Please explain how the proposed project integrates innovative, creative, or novel approaches to addressing homelessness and housing challenges. *1800 character limit*

D.15. Risk Management: What are the primary anticipated challenges of this project? What strategies are in place to mitigate these risks? *1800 character limit*

Required Attachment

Verifiable history of a minimum of one (1) year, within the most recent three (3) years, of experience with the proposed program as evidenced by similar past programs which serve the intended Participant group. ***Required (As outlined in Section 3.1 of RFP) *Required**

***No files uploaded*

CATEGORY 5: FINANCIAL

D.16. Detail the accounting system and financial controls the organization will employ to manage grant funds. Include how the organization plans to ensure that all awarded funds will be expended within the allocated 12-month Contract Agreement period. Refer to Sections 2.5 and 4.3 of RFP. *1800 character limit*

D.17. Following the initial payment, how will the organization manage the reimbursement structure of the grant funding to ensure continuous cash flow, uninterrupted coverage of project expenses, and continuity of services provided? Refer to Section 3.2 of RFP. 1800 character limit

D.18. Of the total HHF grant amount requested, what percentage is allocated towards Admin costs? Refer to Section 4.3 of RFP.

D.19. Other sources of funding to support the proposed project represent how much of the total funding? Refer to Section 4.3 of RFP.

CATEGORY 6: DATA AND OUTCOMES

D.20. We understand that your organization currently uses its own Client Data Management system, whether paper-based or electronic, to capture and store participant information such as name, date of birth, referrals to other services, and case notes. As part of this year's HHF program, Grantees will be required to use the County selected, HIPAA compliant Client Data Management Software to record all client records, participant files, and case management information in real-time throughout the Agreement period. Refer to Resource 2.2.1 in Section 2.2 of RFP for the required data points that must be logged into the system for services provided to Participants. The County will provide software licenses and offer initial and ongoing training on data software and management. The initial training will be required for all individuals who will be issued a software license and must be completed before given access to the system.

Please outline how your organization plans to manage the transition from its current system to the County-mandated software, as detailed in Section 2.1 of RFP. 1800 character limit

D.21. Provide information on who will be the primary point of contact and responsible for ensuring all data reporting requirements are met. Refer to Section 2.2 of RFP. 1200 character limit

D.22. Does your organization agree to comply with all expectations and requirements of the HHF program, as outlined in Sections 2 and 3 of the RFP? If applicable*, this includes sharing identifiable Participant data and soliciting consent from all program Participants to release their information to the County, utilizing a County-provided consent form, as described in Section 2.3 of the RFP. 1800 character limit

***Applicable to projects and Proposers that deliver services to Participants.**

Operational Expenses

Budget Categories	Funds Applying For with this Proposal Submission (A)	Federal Funds (B)	State of Hawai'i Funds (C)	Other County Funds (D)	In-Kind Items Value or Donation Funds (E)	Private Funds (F)	Total Funds (G)
TOTAL OPERATIONAL EXPENSES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Other Expenses

(Click Add Row)

Other Expenses	Funds Applying For with this Proposal Submission (A)	Federal Funds (B)	State of Hawai'i Funds (C)	Other County Funds (D)	In-Kind Items Value or Donation Funds (E)	Private Funds (F)	Total Funds (G)
TOTAL OTHER EXPENSES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Sources of Funding (Total Funds)

(A)
\$0.00

(B)
\$0.00

(C)
\$0.00

(D)
\$0.00

(E)
\$0.00

(F)
\$0.00

Exhibit F - Proposed Budget Narrative

Exhibit F - Proposed Budget Narrative

Please provide the following information.

F.1. Provide as much detail about each budget line item as possible. Totals should match the Proposed Project Budget form summary line items. If more space is needed than provided on this form, attach additional sheets. If an expense category is zero, indicate "Not Applicable" in the details box.

Administrative Cost

Budget Categories	Funds Applying For with this Proposal Submission	Details
TOTAL ADMINISTRATIVE COSTS	\$0.00	

Personnel Cost

Budget Categories	Funds Applying For with this Proposal Submission	Details
TOTAL PERSONNEL COST	\$0.00	

Operational Expenses

Budget Categories	Funds Applying For with this Proposal Submission	Details
TOTAL OPERATIONAL EXPENSES	\$0.00	

Other Expenses
(Click Add Row)

Other Expenses	Funds Applying For with this Proposal Submission	Details
TOTAL OTHER EXPENSES	\$0.00	

CERTIFICATION OF BUDGET ACCURACY

I, HEREBY CERTIFY THE FOLLOWING WITH RESPECT TO THE PROJECT BUDGET SUBMITTED AS PART OF THE APPLICATION FOR THE HOMELESSNESS AND HOUSING FUND (HHF) PROGRAM:

- The budget presented in the proposal is complete and accurate to the best of my knowledge and belief. It has been prepared with due diligence and reflects a true representation of the anticipated costs associated with the project.
- The budget has been prepared in accordance with all relevant guidelines and requirements pertinent to the HHF Program. It adheres to the accepted accounting principles and standards.
- All figures, calculations, and representations in the budget have been thoroughly reviewed and verified. Any estimates or projections are based on reasonable assumptions and expectations.
- All material information relevant to the budget and the financial aspects of the project has been disclosed. There are no omissions of facts or figures that could materially affect the understanding of the budget.
- Should there be any changes or revisions to the budget or the financial situation relating to the project, I commit to providing timely updates and revisions to the OHCD.
- This certification is provided in good faith, and I acknowledge my responsibility to ensure the integrity and reliability of the budget submitted as part of this application.
- There is no duplicated funding for services or program costs.

Signature

***Not signed*

Title of authorized certifying individual

Exhibit G - Conflict Disclosure Form

Exhibit G - Conflict Disclosure Form

Please provide the following information.

Please disclose any conflicts or potential conflicts of interest that any Board Member, Officer, Director, or Administrator of the organization may have with the County of Hawai'i, including any familial relationship, with the County. Only those listed below need to be disclosed. All applicants must submit disclosure forms, regardless of whether a conflict exists.

CONFLICT OF INTEREST IS DEFINED AS: A SUBSTANTIAL PROBABILITY THAT ACTION TAKEN BY AN INDIVIDUAL WILL RESULT IN MEASURABLE DIRECT BENEFITS ACCRUING TO THE INDIVIDUAL AS OPPOSED TO BENEFITS ACCRUING IN GENERAL TO AN INDUSTRY.

Please select an option(s) below:

- Member of the County Council
- Staff appointed by a member of the County Council
- The Mayor
- The Managing Director
- The Director or Deputy Director of Finance
- The Administrator or any staff of Office of Housing & Community Development
- The Corporation Counsel, the Assistant Corporation Counsel, or a Deputy Corporation Counsel
- No conflicts exist

County Council

Individual Name:

Individual Position:

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

Signature:

Applicant Title:

Exhibit H - Contract Agreement Provisions

Exhibit H - Contract Agreement Provisions

EXHIBIT H CONTRACT AGREEMENT PROVISIONS

1. **PAYMENT.** Up to 20% advance payment of the total grant funds awarded may be made available to the Contractor upon execution of the contract, and upon receipt of proper invoicing, proof of Contractor's 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 Office of Housing and Community Development, 1990 Kino`ole Street, Suite 102, Hilo, HI 96720. Following spend down of initial 20% advance, periodic payment shall be approved on a reimbursement basis and upon receipt of documentation to support expenditures. Final payment shall be made available to the Contractor upon the County's receipt and approval of the contractor's final written report and the County's issuance of a notice of final approval and acceptance advising the Contractor of the satisfactory fulfillment of the terms of the contract and compliance with ACT 190, HRS section 103D-310(c), as amended.
2. **FUNDING.** Funding shall be expended in accordance with the proposal's project budget, unless modified to and agreed to in writing by the Department.
3. **PURCHASE OF ALCOHOL PROHIBITED.** Any funds contributed by the County shall not be used for the purchase of alcohol for consumption. No exceptions apply.
4. **PROGRESS PAYMENTS.** Payments shall be made in advance and in reimbursements. The County reserves the right to request supporting documents including but not limited to receipts and invoices for any or all payment request, at any time.

The payment request shall include the Provider's official name on company letterhead, date of letter, and the total amount requested, and shall certify with Executive signature that that the services rendered are in compliance with the terms of the contract.

An expense summary, indicating the appropriate line-item expenses to be charged must be included with the payment request. Expenses must be in accordance with the Provider's approved budget.

Any budget revisions requested by the Provider shall be in writing and shall be subject to the County's approval. If an amount of reporting expenditure is subsequently determined by the State to be inappropriate, unallowable, or not made in accordance with the approved budget or approved revised budget, the County may require that an equivalent amount be refunded by the Provider to the County.

The Provider's administrative cost in any or all revised or supplemental contract shall not exceed the total percentage specified in the proposed budget.

The Provider shall submit any budget revision request to the County for approval prior to 90 days before the contract expires. A budget revision request shall not be accepted by the State within 90

days of the contract expiration, unless otherwise agreed by the County in writing.

Final payment is subject to the receipt of a current Certificate of Vendor Compliance issued by Hawaii Compliance Express, submission and acceptance of the final report and resolution of all discrepancies in performance of services and completion of all other outstanding matters under this contract.

5. TAX CLEARANCE AND VENDOR COMPLIANCE. Responsibility of Proposers in §3-122-112, Hawai'i Administrative Rules. Effective July 1, 2011, the Governor of Hawai'i signed Act 190 into law, which requires compliance documentation for awards of \$2,500.00 or more:

All vendors doing business with the State or County are required to comply with the applicable statutes, administrative rules and procedures. All vendors must verify compliance throughout the term of the contract including through final payment. Acceptable verification is through Hawai'i Compliance Express (HCE). Vendors wishing to do business with the State or County must register in HCE and be in compliance.

HCE is a one-stop online program where vendors verify and manage their compliance. Once a vendor is registered, HCE provides the following proof of compliance/compliance documentation:

- Certificate of Good Standing from the Department of Commerce and Consumer Affairs Business Registration Division.
- Tax Clearances (federal and state) from the Department of Taxation.
- Compliance with HRS Chapters 383 Hawai'i Employment Security Law (Unemployment Insurance), 386 Worker's Compensation Law, 392 Temporary Disability Insurance and 393 Prepaid Healthcare Act, from the Department of Labor and Industrial Relations.

There is a nominal fee to subscribe to HCE. Please note that it may take two or more weeks to establish a vendor account in HCE. For more information and to register, see <http://vendors.ehawaii.gov>.

6. TERM. The term of the contract shall commence as of the effective date of the contract and continue to and including the date specified in the contract unless the contract is terminated sooner as provided in the contract. Notwithstanding the foregoing, the term of the contract may be extended by written, mutual agreement of the parties.
7. REPRESENTATIONS AND WARRANTIES. The Contractor represents and warrants it is compliant with the following conditions throughout the duration of this contract:
- a. Contractor employs and appoints persons on the basis of merit and ability.
 - b. Contractor agrees not to use any public funds for purposes of entertainment or perquisites not previously approved by the COUNTY.
 - c. Contractor shall comply with such other requirements as the Director may prescribe to ensure adherence by the Contractor with Federal, State, and County laws, and established standards for fiscal and program management.
 - d. At no cost to the County, and for the sole purpose of the County's evaluation of the Program, if applicable, the Contractor shall make available one (1) registration, ticket, or other license to the County for the program, conference, or other activity upon County's request.
8. RECORDS. The Contractor shall follow all generally accepted accounting procedures and practices and shall maintain books, records, documents, and other evidence which sufficiently and properly account for the expenditure of County funds. The books, records and documents shall be subject at

all reasonable times to inspection, reviews, or audits by the Department. The Department, The County Director of Finance, or County Council may request periodic written reports on the use of County funds.

9. **REPORTS.** The Contractor shall prepare and submit to the County written reports as specified in the Final Report shall be submitted no later than twenty (20) working days after termination of the contract. In addition to any other remedy provided by law, if the Contractor fails to submit the final written report within twenty (20) working days of its due date, the County may require the nonprofit to return all grant funds awarded and deem the Contractor ineligible to receive future grant awards for at least the following fiscal year, and for all subsequent fiscal years until such time as that written report is submitted to, and accepted by, the Department. Should the final written report be deemed by the County to contain insufficient information, the Contractor shall be notified of the deficiencies and shall provide the additional information within ten (10) working days of notice or the Contractor will be deemed to be in violation of this section.
10. **PROGRAM APPROVAL.** All programs funded by the County under the contract shall be subject to, and receive approval of, the County prior to any payment to the Contractor. Any changes or deviations to any program must be submitted in writing for the review and approval of the Department. The Department's approval shall be in writing.
11. **PRINT AND BROADCAST MEDIA.** The Contractor shall acknowledge the County of Hawai'i Office of Housing & Community Development as a contributor of funds in all printed, broadcast, and other advertisement and educational material and documents relating to the Contractor's program.
12. **MODIFICATIONS OF CONTRACT.** The County may at any time make such modifications in the contract, which shall be made by a written supplemental agreement. Modifications involving no reduction or increase in compensation may be made by written order of the Housing Administrator. All modifications requested by the Contractor shall be in writing.
13. **DELAY IN PERFORMANCE OF CONTRACT.** If any delay in the performance under the contract occurs as a result of unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not limited to: acts of God, acts of the public enemy, acts of the County with respect to the contract, acts of another contractor in the performance of a contract with the County, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers, then the Contractor may be granted an extension of the time for performance corresponding to the delay. No extension of time, however, may be granted unless a written application therefore stating in detail the cause or causes of delay is filed by the Contractor with the Director within ten (10) calendar days after the commencement of the delay. No extension of time shall be deemed a waiver of the right of the County to require the completion of the services under the contract within the time required herein as so extended by the specific terms of such extension, nor a waiver of right to terminate the contract for any other or additional delay not covered by the specific terms of such extension.
14. **ABANDONMENT OF THE PROGRAM. Death or Disability of Contractor.** In the event the County terminates the contract because it wishes to abandon, defer, restudy or revise the program, or in the event the Contractor, in the case of an individual, dies or becomes physically or mentally disabled, the contractor or the contractor's estate shall be compensated in the same proportion of the compensation under the contract as the services performed bear to the services to be performed under the contract.

15. **RIGHT OF THE COUNTY TO TERMINATE.** The County shall have the right to suspend performance under the contract or terminate the contract in whole or in part at any time by written notice to the Contractor. If the termination is for reasons other than default of the Contractor, the Contractor shall be compensated in the same proportion of the compensation under the contract as the services performed bear to the services to be performed under the contract.
16. **TERMINATION DUE TO CONTRACTOR'S DEFAULT.** The County shall have the right to terminate the contract if the Contractor:
 - a. Fails to begin work under the contract at the required times; or
 - b. Unnecessarily delays the performance of the Contract or any part thereof;
 - c. Fails to perform the contract in accordance with specified times; or
 - d. Fails to perform the contract in accordance with directions from the Administrator; or
 - e. Discontinues performance of the contract; or
 - f. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency; or
 - g. Fails to pay for all labor, tools, material and/or equipment; or
 - h. Violates or fails to comply with any of the terms, covenants, and conditions of the contract.
17. **AUTHORITY TO WITHHOLD MONEY DUE OR PAYABLE.** The County may withhold such amounts from the money due or to become payable under the contract to the Contractor as may be necessary to protect the County against liability or to satisfy the obligations of the Contractor to the County.
18. **RETURN OF GRANT BALANCE.** In the event the Contractor is unwilling or unable to provide the service(s) for which the grant funds were appropriated, the Director may direct the return of the full grant amount or the balance of the unexpended funds. Upon completion of the Program, the Contractor shall return the balance of the unexpended funds.
19. **INDEMNITY.** The Contractor shall perform the contract as an independent contractor and shall indemnify, defend, 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, HRS, as amended, relating to limitations of action. It is strictly understood that the County shall in no way be held liable for any claims, damages, causes of actions or suits resulting from any acts or activities or omissions of the Grantee.
20. **AUTHORITY OF THE DIRECTOR.** The Director shall decide any question or dispute concerning any provision of the contract, which may arise during its performance. The Director's decision shall be final and binding upon all parties unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence, provided that nothing herein shall be construed as making final and binding any decision of the Director on a question of law. Pending final decision of any dispute or question, the Contractor shall proceed diligently with the performance under the contract in accordance with the decision of the Director.
21. **LAWS AND REGULATIONS.** The contractor shall be responsible for being fully informed of all state and federal laws, ordinances, codes, rules and regulations, which in any manner may affect the contract and the performance thereof, including but not limited to:
 - a. All sections of the Hawai'i County Charter and Hawai'i County Code;
 - b. Chapter 103, Hawai'i Revised Statutes, as amended, relating to expenditure of public money;
 - c. Chapter 378, Hawai'i Revised Statutes, as amended, relating to fair employment practices;

- d. Chapter 489, Hawai'i Revised Statutes, as amended, relating to discrimination in public accommodations;
- e. Chapter 396, Hawai'i Revised Statutes, as amended, relating to occupational safety and health; and
- f. Chapter 386, Hawai'i Revised Statutes, as amended, relating to workers' compensation law.

The Contractor shall comply with all such present county, state, and federal laws, ordinances, codes, rules and regulations, and all amendments thereto. If any discrepancy or inconsistency is discovered between the contract and any such law, ordinance, code, rule or regulation, the Contractor shall forthwith report the same in writing to the Director.

22. **NONDISCRIMINATION CLAUSE.** Pursuant to Executive Order No. 142, County of Hawai'i, dated February 11, 2005, and amended on February 8, 2012, during the performance of this contract, the contractor agrees as follows:
- a. The Contractor shall comply with all requirements set forth in federal and state laws and regulations relative to Title VI of the Civil Rights Act of 1964, as amended, which provide for nondiscrimination in federally assisted programs.
 - b. The Contractor shall comply with applicable Federal and State laws prohibiting discrimination against any person on the basis of race, color, national origin, religion, creed, sex, age, or handicap.
 - c. The Contractor shall not discriminate against any employee or applicant for employment because of sex, pregnancy, race, ancestry, national origin, religion, color, disability, age, handicap, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law. The Contractor shall assure that applicants are employed and that employees are treated fairly during employment without regard to race, ancestry, national origin, religion, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship or any other classification protected by state or federal law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. The Contractor agrees to post in conspicuous places notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause. The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to sex, pregnancy, race, ancestry, national origin, religion, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law.
 - d. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled or suspended in whole or in part and the Contractor may be declared ineligible for further county contracts until such time that the Contractor by satisfactory evidence, in good faith, ceases such discriminatory practices or procedures.
 - e. The contractor who subcontracts any portion of the contract shall assure the County that such subcontractor shall abide by the nondiscrimination provisions stated herein and agrees that any subcontractor who is found in violation of such provisions shall subject the principal contractor's contract with the County to be terminated or suspended pursuant to Section 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 ground of sex, pregnancy, race, ancestry, national origin, religion, color, disability, age, marital status, military status, veteran's

status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law, and that the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions stated herein.

- g. The contractor shall comply with all such present county, state and federal laws, ordinances, codes, rules and regulations, and all amendments thereto. If any discrepancy or inconsistency is discovered between the contract and any such laws, ordinance, code, rule or regulation, the Contractor shall forthwith report the same in writing to the Director.
23. REMEDIES NOT EXCLUSIVE. The express provision in the contract of certain measures which may be exercised by the County for its protection shall not be construed to preclude the County from exercising any other or further legal or equitable right to protect its interests.
24. PROTESTS AND FORUM SELECTION. Any protest regarding procurement law or procedure shall strictly follow the procedures pursuant to HRS, Chapter 103D, and its implementing administrative rules. No action or proceeding involving the contract shall be commenced by either party except in the Circuit or District Courts of the Third Circuit, County of Hawai'i, State of Hawai'i; nor shall any action commenced in such court be removed or transferred to any other state or federal court.
25. CONTRACTOR'S FAILURE TO COMPLY WITH ALL REQUIREMENTS OF SOLICITATION AND CONTRACTUAL CONDITIONS. The Contractor's failure to comply with any and all of the conditions of the contract and the Solicitation for Proposals, referenced in the contract and made a part thereof, may result in the denial or rejection of future funding to the Contractor from the County.
26. CONSTRUCTION OF CONTRACT. The masculine shall be deemed to embrace and include the feminine and the singular shall be deemed to embrace and include the plural whenever required in the context of the contract.
27. NON-DEBARMENT REQUIREMENTS. The Contractor certifies, and, if the County, State of Hawai'i or the United States Federal government requires, shall further certify that they were not debarred by the State of Hawai'i or the United States Federal government at the time of submitting a proposal, and hereby certifies and will further certify that the Contractor shall immediately notify the County should their debarment status change anytime during the agreement period.
28. CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS PROHIBITED. Contractor agrees to comply with HRS Chapter 11-355, which states that campaign contributions are prohibited from a State and County government contractor during the term of the contract if the contractor is paid with funds appropriated by the legislative body between the execution of the contract through the completion of the contract.
29. CODE OF ETHICS. Contractor has complied with HCC §2-83(c), if applicable. Contractor understands and agrees that this contract shall be void if an officer or employee fails to comply with the disclosure requirements set forth in §2-83(c), or if the Board of Ethics finds there is a conflict of interest, or any preferential treatment involved.