



Title: Available Funds for Hawaii Agricultural Associations to Promote Hawaii Products through Marketing Activities Conducted in the State

Agency: Hawaii Department of Agriculture (HDOA)
Agricultural Development Division
Market Development Branch

Action: Announcement of Request for Proposals (RFP-21-04-MDB) for a Sponsorship and Product Promotion Program FY2021 (SPP21)

Description:

The Supplemental Appropriations Act (Act 5, SLH 2019, as amended by Act 7, SLH 2020 and Act 9, SLH 2020) appropriated funds for the fiscal year beginning July 1, 2020 and ending June 30, 2021. Act 7 and Act 9 include funds for the promotion of Hawaii agricultural products through marketing activities. The Sponsorship and Product Promotion RFP (SPP21) requests proposals from Hawaii-registered non-profit agricultural associations and non-profit commodity organizations for sponsorships and product promotion activities that will be conducted within the State. SPP21 will consider marketing activities conducted out-of-state that enhance the competitiveness of Hawaii agricultural products and provide extraordinary benefit to the members of the non-profit association or non-profit commodity organization.

To achieve this goal, the Hawaii Department of Agriculture (HDOA) announces the availability of \$99,000 in program funds for projects to enhance the competitiveness of local agricultural products and their industries including, but not limited to, agritourism, apiary/beekeeping, aquaponics, dairy, eggs, fish (marine or freshwater), floriculture, livestock (cattle, goats, sheep, swine, poultry), organic, specialty crops, and value-added products (manufactured, processed).

Priority will be given to Hawaii-registered non-profit commodity groups representing animal protein ranchers and producers (non-specialty crop producers) and agricultural associations representing conventional, organic, natural, and independent, socially disadvantaged, and/or family farmers.

SPP21 will consider proposals that request funds for marketing activities including, but not limited to, sponsorships for conferences, festivals, seminars, trade shows, or workshops; and for product promotion projects for Hawaii agricultural products including, but not limited to, ad campaigns, development of banners, brochures, or posters, collaterals (bags, buttons, clips, pens, pencils, packaging, boxes), in-store demonstrations, sampling events, or website improvement.

SPP21 proposals for sponsorship and product promotion can include, but will not be limited to, support for statewide campaigns to increase local production of Hawaii agricultural commodities and/or support for the *"Buy Local, It Matters"* call-to-action campaign to increase demand for locally grown and processed agricultural products.

The HDOA will administer a competitive process to award these funds in amounts up to a maximum of \$10,000 per proposal. Higher award amounts will be considered for proposals that are of extraordinary merit that benefit Hawaii agricultural producers statewide.

For sponsorships, the requested amount can be based on the following suggested guidelines and reflect a reasonable expenditure for either: mid-level sponsorship categories, sponsorship of travel to attend the activity, sponsorship of venue, equipment rental, registration fees or costs related to the activity. Due to limited funds, awards to an eligible organization will be limited to one project.

For other than sponsorships, the requested amount should benefit most of the membership and/or industry rather than one individual or company.

The primary goal of SPP21 will be to support Hawaii-registered non-profit associations' and non-profit commodity organizations' projects to implement marketing and product promotion activities. **Project proposals must include at least one measurable, quantifiable outcome.**

Applicants must submit their proposals electronically in **MS Word format** with all attachments via email to hdoa.addrfp@hawaii.gov. All proposals must be received by **12:00 p.m. Noon on Monday, June 7, 2021**, as evidenced by the HDOA time clock.

Proposals not in MS Word format will not be reviewed and will be returned to the applicant. Proposals not emailed to hdoa.addrfp@hawaii.gov with all required attachments by the deadline will not be reviewed and will be returned to the applicant.

The contact person for this Request for Proposal (RFP) is Sharon Hurd, (808) 973-9465, or email sharon.k.hurd@hawaii.gov for more information.

Bid security is not required for this RFP.

Eligible Offerors:

Proposals are encouraged from eligible Hawaii-registered non-profit associations and non-profit commodity organizations.

Responsibility of Offerors:

Offeror is advised that to be awarded a contract under this solicitation, offeror will be required to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to HRS §103D-310(c):

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Worker's Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and
6. §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Offerors may collectively apply for certification of compliance with all of the above on Hawaii Compliance Express (HCE).

Hawaii Compliance Express. HCE is an electronic system that allows businesses to register online through a simple wizard interface at <https://vendors.ehawaii.gov/hce/> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of §103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. The annual registration fee paid to the Hawaii Information Consortium, LLC is currently \$12.00.

Timely Registration on HCE -- Vendors/contractors/service providers are encouraged to register on HCE as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offeror will not receive the award.

Final Payment Requirements. Contractors are required to submit a tax clearance certificate for final payment on the contract. A Certificate of Vendor Compliance, not over two months old, will be acceptable for final payment on the contract.

Consideration of Projects:

Project proposals and goals of offerors applying for sponsorship and product promotion funds can focus on the following categories:

- Introduces a product, method, technology, or process that achieves the goal of the association/organization and supports the membership.
- Demonstrates the need for the project or promotional activity to attain full potential of an industry or agricultural product;
- Contributes a greater ratio of matching funds (cash or in-kind);
- Promotes a fledgling industry, with a lesser ability to pay for a product promotion program but with potential for expansion;
- Benefits a great number of the producers whose production accounts for a substantial portion of the value of the industry;
- Results in greater value to the State, including labor and material utilized, or value added within the State;

- Supports the membership statewide and/or supports most of the stakeholders of the industry (associations, farmers, producers, businesses); and
- Has fulfilled the expectations of previous promotional programs based on staff evaluation and written reports submitted by the applicant.

SPP21 funds will be awarded for projects that will be completed within **eight (8) months** after contract execution; provided however, that the HDOA reserves the right to extend the contract in accordance with AG-008 103D General Conditions, paragraph 19, Modifications of Contract, or other applicable provision. Project funds will likely be available September 2021.

Project Oversight:

HDOA's Market Development Branch (MDB) will directly oversee the planning and implementation of the project and will monitor the performance of all project activities and ensure that work is completed within the required timeline and in compliance with all program regulations.

Restrictions and Limitations of SPP21 Funds:

- Political and lobbying activities are not allowed;
- Capital expenditures for general purpose equipment, buildings, and land are not allowed as direct or indirect charges;
- Capital expenditures for special purpose equipment over \$5,000 need prior approval;
- Rental costs of buildings and equipment are allowable; and
- Any activities prohibited in the State Procurement Code, Chapter 103D, HRS, are not allowed.

Proposal Guidelines:

A complete application must:

1. Be submitted to hdoa.addrfp@hawaii.gov
2. Using the SPP21 Project Proposal Template in MS Word format;
3. Include the signed Exhibit C/Endorsement statement; and
4. Exhibit A/Contact and Title Page

The Project Template, Exhibit C/Endorsement statement and Exhibit A/Contact and Title Page are provided on the State Procurement Office website:

<https://hands.ehawaii.gov/hands/opportunities>.

Any and all costs incurred by an offeror in preparing or submitting a proposal shall be the offeror's sole responsibility whether or not any award results from this RFP. The State will not reimburse such costs.

Before submitting a proposal, each offeror must thoroughly and carefully examine this RFP, any attachment, addendum, and other relevant document, to ensure that offeror understands the requirements of the RFP. Offeror must also become familiar with all state, local, and federal laws, rules, regulations, and ordinances that may in any manner affect cost, progress, or performance of the work under this RFP.

Letters of Support are encouraged to be submitted with the proposal.

Adverse Actions

A proposal must include a summary listing of judgments or pending lawsuits or actions against offeror, adverse contract actions, including terminations, suspensions, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations. If none, so state.

Evaluation Review Process:

Each SPP21 proposal will be evaluated by an evaluation committee to determine that it meets the requirements of the RFP. Proposals will be evaluated strictly on a merit basis according to the following criteria. The total number of points used to score a proposal is 100.

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|---------------------------|-----------|
| • Priority categories | 25 points |
| • Measurable outcomes | 15 points |
| • Benefits the membership | 20 points |
| • Work plan | 15 points |
| • Project Oversight | 10 points |
| • Budget | 10 points |
| • Matching Funds | 5 points |

Proposals will be evaluated by members of the evaluation committee. A numerical score sheet shall be used for all proposals by each member of the evaluation committee. For each proposal, members will assign a point value and after all members have evaluated and scored each of the proposals, the scores for the entire committee will be averaged to determine a proposal's final score. Award will be made by the Chairperson, Board of Agriculture, to the responsive and responsible offeror whose proposal is determined to be the most advantageous to the State.

Refer to Hawaii Administrative Rules (HAR) chapter 3-122 and Hawaii Revised Statutes (HRS) chapter 103D for further information regarding the selection process and procurement via competitive sealed proposals.

Contractual Terms and Conditions:

Offerors awarded funds will contract with the Hawaii Department of Agriculture (HDOA) as an independent contractor and shall agree to comply with all terms and conditions set forth in AG-008 103D General Conditions, issued by the Department of the Attorney General. To view a full copy of the General Conditions, please refer to Attachment AG-008 103D.

The RFP and the successful offeror's proposal are considered part of the contract. All proposals shall become the property of the State.

No work is to be undertaken by an offeror awarded a contract prior to the official commencement date in the contract. The State shall not be liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the offeror prior to the official commencement date.

Certificate of Insurance:

Prior to the contract start date, the Contractor shall procure and maintain at its sole expense insurance coverage acceptable to the State throughout the term of the Contract. The Offeror shall provide proof of insurance for the following minimum insurance coverage(s) and limit(s) in order to be awarded a contract. The type of insurance coverage is listed as follows:

Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the Contractor, its employees and subcontractors during the term of the Contract. This insurance shall include the following coverage and limits specified or required by any applicable law: bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence; with an aggregated limit of \$2,000,000. The commercial general liability policy shall be written on an occurrence basis and the policy shall provide legal defense costs and expenses in addition to the limits of liability stated above. The Contractor shall be responsible for payment of any deductible applicable to this policy.

Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000 for bodily injury for each person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage for each accident.

Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by Federal or State law.

The Contractor shall deposit with the State, before the contract start date, at the State's option, either insurance endorsement(s) or certificate(s) of insurance necessary to satisfy the State that these provisions have been complied with, and shall keep such insurance in effect and provide the insurance endorsement(s) or certificate(s) of insurance to the State during the entire term of the Contract. Upon request by the State, the Contractor shall furnish a copy of the policy or policies.

The State shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of the State, the insurance provisions in the Contract do not provide adequate protection, the State may request that Contractor obtain additional insurance sufficient in coverage, form, and amount to provide the protection required. The request shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks involved. If the Contractor is unable to provide the additional coverage as requested, the State reserves the right to terminate the Contract with prior written notice.

The insurance policy required by the Contract shall contain the following clauses:

- (1) "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days' written notice has been given to the State of Hawaii, Department of Agriculture, 1428 South King Street, Honolulu, HI 96814-2512."
- (2) "The State of Hawaii, its departments, attached agencies, officers, employees, and agents are added as additional insured with respect to operations performed for the State of Hawaii."
- (3) "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under the Contract, entitling the State to exercise any or all of the remedies provided in the Contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of the Contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with the Contract.

Contract Reports:

Successful offeror(s) will be required to credit the HDOA in any presentation, materials, or property rights resulting from this funding. Additionally, successful offeror(s) must submit progress and financial reports periodically upon request and submit a final project and a financial report no later than 45 days from completion of the project. The HDOA will withhold 20 percent of the awarded funds until a final report is submitted, reviewed and approved.

Contract Term:

The term of the contract shall be from the effective date of the contract to the end of the project period, unless an extension is granted in accordance with the AG-008 103D General Conditions, paragraph 19, Modification of Contract, or other applicable provision.

Pre-Proposal Conferences:

No pre-proposal conferences are scheduled for this RFP.

Priority-listed Offerors:

In accordance with Hawaii Administrative Rules (HAR) §3-122-53, discussions may be conducted with "priority listed offerors", however, the HDOA may accept proposals without discussion.

Acknowledgement of Proposals:

Receipt of proposals will be acknowledged to the respective offeror by e-mail, whenever practical. Therefore, offerors shall provide an e-mail address in the proposal. There will be no acknowledgment of late, incomplete and unqualified proposals. Late proposals will be returned to the offeror.

Confidentiality:

The names of offerors, the names of individuals identified in the proposals, the content of proposals, and the committee evaluations of proposals will be kept confidential during the evaluation process, except to those involved in the evaluation and award process.

Upon posting of award, all proposals both successful and unsuccessful, the contract, and the contract file shall be available for public inspection. Offerors shall designate in writing any portion of their proposal that contains trade secrets or any other proprietary data that are to remain confidential and why. In accordance with HAR §3-122-58, such information shall be marked and readily separable from the rest of the proposal, in order to facilitate public access to the non-confidential portion of the proposal.

Right to a Debriefing:

Pursuant to HAR §3-122-60, non-selected offerors may request a debriefing to inform them of the basis for the contract award.

A written request for debriefing shall be made within three (3) working days after the posting of the award of the contract. The procurement officer or designee shall hold the debriefing within seven (7) working days to the extent practicable from the receipt date of the written request.

A protest by the requestor submitted pursuant to HRS §103D-303(h) following a debriefing, shall be filed within five (5) working days.

Protest:

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers; and further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award, if any, resulting from this solicitation shall be posted on the Procurement Reporting System, which is available on the SPO website:

<http://www.hawaii.gov/spo2/source/>

Any protest pursuant to HRS §103D-701 and HAR §3-126-3, shall be submitted in writing to:

Chairperson, Board of Agriculture
1428 South King Street
Honolulu, HI 96814-2512

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of the applicant or recipient receiving Federal financial assistance from AMS. Recipients of federal financial assistance, regardless of the amount are subject to Civil Rights reviews.

7 CFR part 15 Subpart A

The Hawai'i Department of Agriculture does not discriminate on the basis of race, color, sex, national origin, age, or disability, or any other class as protected under applicable federal or state law, in administration of its programs, or activities, and, the Department of Agriculture does not intimidate or retaliate against any individual or group because they have exercised their rights to participate in actions protected, or oppose action prohibited, by 40 C.F.R. Parts 5 and 7, or for the purpose of interfering with such rights.

If you have any questions about this notice or any of the Department's non-discrimination programs, policies, or procedures, you may contact:

Morris Atta, Acting Non-Discrimination Coordinator
Hawai'i Department of Agriculture
1428 S. King Street, Honolulu, HI 96814,
(808) 973-9560
hdoa.titlevi@hawaii.gov

If you believe that you have been discriminated against with respect to a Department of Agriculture program or activity, you may contact the Non-Discrimination Coordinator identified above.

To request language or accessibility for this RFP, please contact the Office of the Chairperson, at (808) 973-9560 or email: hdoa.info@hawaii.gov. Please allow sufficient time for HDOA to meet accommodation requests.