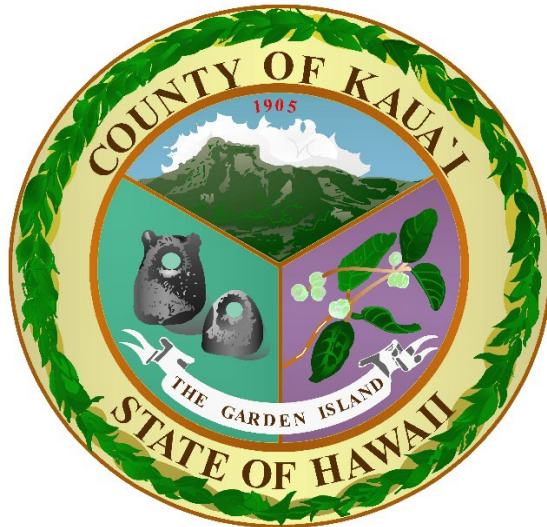


County of Kauai
Office of Economic Development



Request for Proposals
Innovation Grants
For Fiscal Year
2023-2024

RFP ISSUANCE/APPLICATION OPEN DATE: WEDNESDAY, AUGUST 2, 2023

Project Funding period November 1, 2023 to October 31, 2024

DEADLINE TO APPLY FRIDAY, SEPTEMBER 1, 2023 AT 4:00PM

County of Kauai
Office of Economic Development
4444 Rice Street, Suite 200
Lihue, HI 96766
Telephone: (808) 241-4946
Fax: (808) 241-6399
Email: edgrants@kauai.gov
Website: www.kauai.gov/OED

**REQUEST FOR PROPOSALS (“RFP”)
COUNTY OF KAUAI OFFICE OF ECONOMIC DEVELOPMENT
INNOVATION GRANTS FOR FISCAL YEAR 2023-2024**

APPLICATIONS for funding for the County of Kauai Innovation Grants will be available at 8am HST on August 2, 2023, for the County of Kauai Innovation Grants for Fiscal Year 2023-2024. Applications must be received on or before 4:30 p.m. Hawaii Standard Time on Friday September 1, 2023, via the Amplifund System. Applicants will be notified of funding during the week of October 16, 2023. The weblink to the Amplifund system can be found here:

<https://www.gotomygrants.com/Public/Opportunities/Details/81293559-0a4b-4d14-b561-9836bda9fc3e>

We do not accept proposals through US Mail, email or by fax. Proposals received after the deadline will not be considered. The County reserves the right to reject any proposal.

The project funding period will be November 1, 2023 to October 31, 2024. The intent of the grant program is to deploy innovation on-island in the areas of small business, technology, transportation, agriculture, local manufacturing, creative industries, workforce development, circular economies, tourism destination management and product development. Proposals must identify a known deficiency, problem, or need within the Kauai community and deploy an innovative community project that will be or has been successful in other contexts. Proposals submitted shall be reviewed and considered for the receipt of funding, to applicant organizations.

A zoom meeting to discuss the RFP will be held on **Thursday, August 17, 2023** at 10:00 a.m. Please register at the following link: https://us02web.zoom.us/webinar/register/WN_S_8n18w6Saq9zwyYGYkINA . After registering, you will receive a confirmation email containing information about joining the webinar.

We will be posting the recorded webinar on <http://www.kauaiforward.com> by August 21, 2023. The deadline for submitting written questions is Thursday, August 24, 2023 at 4:30 p.m. via oadgrants@kauai.gov.

Notification of OED’s approval and recommendation for funding will be made the week of October 16, 2023.

If you need an auxiliary aid/service or other accommodation due to a disability, please contact Therilynn Martin-Haumea at 808-241-4299 or tmhaumea@kauai.gov no later than August 10, 2023. Requests made as early as possible will allow adequate time to fulfill your request.

Upon request, this notice is available in alternate formats such as large print, Braille, or electronic

copy. Nalani Kaauwai-Brun
Director, Office of Economic Development

The Garden Island
Publication Date: Tuesday, August 1, 2023

**COUNTY OF KAUAI OFFICE OF ECONOMIC DEVELOPMENT
 INNOVATION GRANTS
 FOR FISCAL YEAR 2023-2024 REQUEST FOR PROPOSALS**

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SECTION 1: ADMINISTRATION

The County of Kauai's Office of Economic Development ("OED") is requesting proposals from qualified not-for-profit organizations incorporated under the laws of the State of Hawaii, non-profit organizations exempt from the federal income tax by the Internal Revenue Service or a Kauai-based businesses with a non-profit fiscal sponsor that they have previously worked with (In the case of a non-profit organization, members of its governing board shall have served without compensation and have no material conflict of interest) for its Innovation Grant for Fiscal Year 2023-2024. ***We will be accepting applications for innovative community projects that identify and solve local problems that will aid Kauai's economy to generate short-term and long-term economic growth and diversification.***

1.01 ELIGIBLE PROJECTS OR ACTIVITIES

Eligible proposals include innovative new programs, or innovative new projects that advance innovation in the program areas of small business, technology, transportation, agriculture, local manufacturing, creative industries, workforce development, circular economy, and tourism. Programs or projects currently funded by the HTA or with other County Grants will not be considered.

1.02 AWARD AMOUNT

OED intends to award grants of \$5,000-\$50,000 each for different initiatives that align with RFP Project Specifications (see Section 2). Total funding will be no more than \$369,000.

1.03 ELIGIBLE ENTITIES

To be eligible for award through this RFP, the proposer shall:

- Be or have a sponsor that is a not-for-profit organization incorporated under the laws of the State of Hawaii and exempt from the federal income tax by the Internal Revenue Service and based on Kauai. Non-profit organization governing board members shall have served without compensation and have no material conflict of interest.
- Be a Hawaii based business with a Kauai non-profit fiscal sponsor and a project that is based 100% on Kauai.
- Have a current Equity Plan in place and be able to describe your equity strategy going forward. Equity is defined as the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.
- Both Businesses and Non-Profits must have bylaws or policies that describe the way business is conducted including management, fiscal policies, and procedures (including a clear statement on who is allowed to sign documents on behalf of the organization), and policies on nepotism, equity, and the management of potential conflicts of interest.
- Have at least one (1) year of experience with the project or in the program area being offered. The Director may grant an exception to this requirement if the proposer has demonstrated the

necessary experience in the program area.

- Have staff or authorized representatives adequately trained to administer and provide the project described.
- Have current signed By-Laws that state clearly who in the Organization is allowed to apply for and execute Grant Agreements.
- Is or can become compliant under the Hawaii Compliance Express system prior to funding. You do not need to be HCE compliant at the time of application, but it is highly recommended that you start the process now.

1.04 TIMETABLE

The timetable set forth below represents OED’s best estimate of the schedule that will be followed in the RFP process. Proposers will be advised by addendum via OED’s website of any changes to the timetable.

ACTIVITY	SCHEDULED DATE (Tentative)
RFP issued – Applications open 23-24 Innovation Grant Application Link	Wednesday, August 2, 2023, at 8am
Zoom Meeting/Webinar to discuss the grant and how to apply. Please register in advance here: 23-24 Innovation Grant Webinar Link After registering you will receive a confirmation email containing information about joining the webinar Please register in advance!	Tuesday, August 17, 2023 at 10:00am.
Closing Date for Receipt of Questions	Thursday, August 24, 2023, at 4:00pm
Department’s Response to Proposers’ Questions – Final Amendments (if any) to RFP	Monday, August 28, 2023, at 4:00pm
Proposal Due Date	Friday, September 1, 2023 at 4:00pm
Public Comment Review Opens:	Monday, September 11, 2023 at 8am
Public Comment Review Closes:	Friday, September 22, 2023 at 4:00pm
Selection / Award Notification	Week of October 16, 2023
Grant Agreement Execution Period	October 16, 2023, to October 31, 2023
Tentative Agreement Commencement Date	November 1, 2023, thru October 31, 2024

1.05 CONTACT FOR INFORMATION

If the proposer requires additional information, requests for additional information shall be made in writing via email at oadgrants@kauai.gov. Please note that the final day for receipt of questions is **Thursday, August 24, 2023, at 4:00pm.**

1.06 SUBMISSION OF QUESTIONS

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 4:00pm Thursday,

August 24, 2023, to qualify for an official response from OED. Responses will be posted under the same listing and become addenda to the RFP. OED will respond to questions through addenda only. All other means of communication, whether oral or written, shall not be considered official responses, and may not be relied upon. A ZOOM Meeting to discuss the proposal and the Amplifund application system will be held at **10:00am on Thursday, August 17, 2023**. Click here to register for the Zoom Meeting: [23-24 Innovation Grant Webinar Link](#). You will receive a confirmation email containing information on how to join the webinar.

Please register in advance!

Any questions regarding the interpretation of any provision after proposals have been opened shall be subject to a ruling by the Director of OED, whose decisions 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.

1.07 AMENDMENT, ADDENDA, OR BULLETINS

Any proposer who discovers any ambiguities, conflicts, discrepancies, omissions, or other errors in the RFP shall notify OED in writing on or before 4:00pm on Thursday, August 24, 2023. Modifications of the RFP shall be made by issuing an addendum, and a written notice of such modifications shall be sent to all persons who have submitted written questions to OED as described above. If a proposer fails to notify OED on or before 4:00pm on Thursday, August 24, 2023, of any errors in the RFP known to the proposer, the proposer shall submit a proposal at its own risk. If the proposer is selected by OED, the proposer shall not be entitled to additional compensation or time by reason of such errors or their later correction.

Applicants should monitor the posting web site for any addendum necessitated by a modification of the RFP prior to the Thursday, August 24, 2023, at 4:00pm deadline. Any addendum issued during the time of proposal submission and forming a part of the documents shall be made a part of this Solicitation and shall become a part of the award contract.

1.08 WITHDRAWAL OF PROPOSALS

A proposer may withdraw its proposal by submitting a written request to the Director of OED any time prior to the proposal being scheduled for review and evaluation.

1.09 CANCELLATION OF RFP

This RFP may be cancelled and any or all proposals rejected in whole or in part, without liability to OED or the County of Kauai, when it is determined to be in the best interest of OED or the County of Kauai.

1.10 CONTRACT PERIOD

Upon award, the contract period will commence on November 1, 2023, through October 31, 2024.

1.11 MULTIPLE PROPOSALS:

Multiple proposals from an organization for different and separate projects will be accepted and considered independently from each other.

1.12 PROPOSAL SUBMISSION:

All Proposals must be submitted via the online [Amplifund System](#). Proposals via mail, email or FAX will not be accepted.

1.13 PROPOSAL BUDGET:

The Applicant is required to submit a proposed budget explaining how any grant funds will be utilized. If the Applicant is awarded less than what was requested in their RFP proposal, they will need to re-submit an updated proposal and budget showing how the money will be distributed before an agreement can be executed.

SECTION 2: PROJECT PLAN, PROPOSALS & SPECIFICATIONS

Eligible proposals include innovative on-island projects in the areas of small business, technology, transportation, agriculture, local manufacturing, creative industries, workforce development, circular economies and tourism destination management and product development that contribute toward economic development and to support the County's vision for more economically diverse and sustainable future generating long term economic growth and diversification in Kauai County.

2.01 PROJECT LOCATION:

This program is intended to support projects that occur 100% in the County of Kauai.

2.02 PROJECT SPECIFICATIONS:

The purpose of this RFP seeks to deploy innovation on-island in the areas of small business, technology, transportation, agriculture, local manufacturing, creative industries, workforce development, circular economies and tourism destination management and product development. Applicants must demonstrate the potential for their projects to offer both short term economic development and to support the County's vision for a more economically diverse and sustainable future. Emphasis will be on local deployment of proven innovative practices, technologies, and policies that identify and solve local problems, and not on research and development into new or unproven products or ideas. Areas of focus include small business, technology, transportation, agriculture, local manufacturing, creative industries, workforce development, circular economies and tourism destination management and product development.

All projects, regardless of type, must clearly demonstrate their potential to generate economic benefit to Kauai residents via business income, employment, reduced expense or efficiency, resident improved experience, or other means. It is not required that projects result in immediate or direct economic benefit if they can demonstrate significant movement toward those outcomes. Proposals must identify a known deficiency, problem, or need within the Kauai Community and deploy an innovative community project that will be or has been successful in other contexts.

Proposals that include new partnerships or collaborations and include diverse organizations or groups that contribute uniquely to the overall strength of the proposal will be given extra consideration.

Successful proposals will clearly show a public or community nexus to the stated project objective of the proposal. Funds may not be used for: purchase of alcohol; business or organizational start-up plans; fundraising; or costs associated with proposal production and submission. Proposals shall be subject to the provisions and stipulations of this RFP.

Grants will be given out by Sector as follows:

AGRICULTURE**Total funding available \$75,000****The minimum funding request is \$5,000. The maximum funding request allowed is \$50,000.**

The Department awards funding for agricultural projects that support the agricultural industries with a special focus on:

- improved crop production,
- value-added products,
- utilization of new farming/ranching techniques and technology that strengthen agricultural competitiveness.
- improved conservation of soil, water, energy, natural resources and fish and wildlife habitat.
- programs that help move Kauai to a more sustainable food sources.
- job creation.
- supporting local food producers towards obtaining FSMA certification.

Projects should address one or several of these areas this funding year:

- Job creation.
- Improved farming/ranching practices and products.
- Improved marketing, sales, and business practices.
- FSMA or GAP training and assistance towards compliance and certification.
- Utilizing modern technologies and food distribution practices.
- Creation of regional agricultural parks, community commercial kitchens, not currently existing and/or food-hub distribution centers.
- Increasing participation of farmers, ranchers and producers and connecting them with wholesalers, retailers, restaurants, and chefs.
- Creating a demand for product, through marketing on web-based social media and other platforms.
- Marketing and information sharing of agriculture initiatives.

CREATIVE INDUSTRIES**Total funding available – \$50,000****The minimum funding request is \$5,000. The maximum funding request allowed is \$50,000.**

The Department believes in the power of creativity to inspire human connections, create social change, and support economic vibrancy of Kauai.

This year we are particularly interested in non-profits that can partner with on island filmmakers to develop a curriculum and workshops that offer training and development specifically tailored to Kauai’s Film Industry workforce. This could include any phase of production including development, pre-production, production, post-production, and distribution.

NEW INDUSTRY AND BUSINESS INNOVATION Total funding Available - \$55,000

The minimum funding request is \$5,000. The maximum funding request is \$50,000.

The Department’s primary focus is on helping existing business become globally competitive and to facilitate new and emerging business opportunities in technology and innovation sectors. Technology and innovation intersect in all industries and facets of business. Kauai must keep pace with the burgeoning industry. The following types of projects that foster the community-based economic development initiatives will be considered:

- Programs that expand talent and career readiness in technology and innovation.
- Community economic development projects that support entrepreneurship and innovation.
- Support for business efforts to utilize technology to assist in workforce issues.

DESTINATION MGMT/PRODUCT DEVELOPMENT – TOURISM Total Funding Available - \$100,000

Specific Funding Tranches:

- **Hawaiian Culture Support:** Up to \$50,000 (Max request 45,000)
- **General DMAP Support:** Up to \$50,000 (Max request 10,000)

The Tourism Program’s work is guided by the goals and objectives of the [Comprehensive Economic Development Strategic Plan](#), the [Kauai General Plan](#) and the [Kauai Destination Management Action Plan](#).

Project proposals should be based around the concept of economic, social, and environmental balance. A healthy visitor industry and a population that enjoys a good quality of life are inextricably linked. There are six objectives to achieve the goals and vision of the [Kauai DMAP](#):

- **OBJECTIVE 1:** Create positive contributions to the quality of life for Kauai’s residents.
- **OBJECTIVE 2:** Support the maintenance, enhancement, and protection of Kauai’s natural resources.
- **OBJECTIVE 3:** Ensure the authentic Hawaiian culture is perpetuated and accurately presented in experiences for residents and visitors, materials, and marketing efforts.
- **OBJECTIVE 4:** Maintain and improve visitor satisfaction of their experience on Kauai.
- **OBJECTIVE 5:** Strengthen the economic contribution of Kauai’s visitor industry.
- **OBJECTIVE 6:** Increase communication and understanding between the residents and the visitor industry.

Programs who will receive support through any of the Hawaii Tourism Authority’s funding programs or other County of Kauai grants for the same programs submitted to this RFP will not be considered without a written exemption from the Office of Economic Development.

ENERGY SECTOR

Total funding available - \$64,000

Local, Equitable Solutions to the Climate Crisis: Climate change is already impacting Kauai today and will do so increasingly into the foreseeable future. As we prepare and respond to these impacts, we face a parallel crisis in terms of our housing shortage and the already high cost of living. By addressing these issues together instead of in silos, we can improve our economic well-being, become more resilient, and reduce our global impacts at the same time.

The County seeks proposals for programs that (1) raise community awareness of climate change, (2) trigger community actions to reduce GHG emissions and (3) help prepare for climate change impacts on an individual, household, business/organizational, or community-wide level. Approaches that focus on the needs of low- and moderate-income households and specifically disadvantaged communities on the island will be prioritized.

General areas of focus for proposals include:

- **Energy efficiency:** Projects that enable or support cost savings through increased energy efficiency. Programs may include outreach, education, and services provided directly to households or businesses to reduce energy use and cost. Projects which seek to build local community capacity for delivering energy efficiency while reducing direct costs for implementation (such as community-based direct installation of LED bulbs or low-flow showerheads) will be prioritized.
- **Vehicle electrification & shared use mobility:** Projects that support the adoption of electric vehicles and related infrastructure, and/or the adoption of shared use mobility solutions for the Island. This may include awareness and education such as ride & drive events, infrastructure planning, repairing, or replacing existing infrastructure, development of pilot projects, and other efforts to accelerate the adoption of electric vehicles and/or shared use mobility solutions on-island. Electric vehicles include light duty automobiles as well as e-bikes and other electrified mobility devices. Shared use mobility solutions include car share, biking, scooters, micro mobility-share, and shuttles.
- **Electricity and transportation data:** Projects that establish or support improvements to data collection, access, and use for electricity and ground transportation systems on Island. This includes partnerships to set-up new or innovative means of collecting and reporting data, projects to increase access to existing datasets, and projects that educate on the use of existing data to accelerate action towards energy, clean transportation, and climate goals. This also include local data dashboards for sustainability related data that are specific to the County of Kauai and enables tracking of progress in established statewide sustainability goals

such as clean energy, natural resources conservation, smart sustainable communities, waste reduction, green jobs, and local food production.

- **Community lead climate action:** Projects may focus on locally relevant climate change issues, challenges, or opportunities and assist to engage families, businesses, and community organizations to take positive actions to reduce GHG emissions and prepare for climate change on Kauai. Projects may utilize the existing “Kauai Aloha+ Challenge” online engagement platform located at [Kauai Challenge](#) and incorporate it into community outreach through schools or other groups to increase community participation and action. Projects may include locally driven marketing efforts and campaigns to promote existing solutions connected to the [Aloha Plus Challenge](#) and statewide sustainability goals in the areas of clean energy, natural resources conservation, smart sustainable communities, waste reduction, green jobs, and local food production.

SUSTAINABILITY SECTOR

Total funding available - \$25,000

The County’s General Plan defines sustainability as the, “means of growing responsibly to meet the needs of current and future generations without depleting important resources.” Project proposals should balance the urgency to address the climate crisis with the everyday realities of high living costs and housing shortages. The Department seeks to fund projects that address:

- **Natural Resource Management:** Projects that focus on coastal ecosystem restoration (coral reefs, mangroves, seagrass beds) and protection against invasive species.
- **Circular Economy:** Projects that support reduced disposal of organic waste in the County landfill and promotion of zero waste practices.
- **Green Workforce:** Projects that promote green career pathways by investing in skills training, certification programs, and experiences that align with sustainable industries, such as green buildings.
- **Nature Based Solutions:** Projects that support natural cycles and biodiversity to address various environmental and societal challenges such as green infrastructure, agroforestry, and ecosystem-based disaster risk reduction.
- **Resilience Hubs:** Projects that seek to establish community-serving facilities to support residents and coordinate resource distribution and services before, during, and after a natural hazard event.
- **Outreach & Education:** Projects that creatively educate and spread awareness about the concept of sustainability and impacts of climate change while urging residents, visitors, and specifically youth, to act.

2.03. PROJECT MATCH REQUIREMENT

There is a match requirement (15% cash match and a 15% in-kind match) for funds awarded under this program. The grant may not cover more than 70% of the total costs of the project being funded. The

applicant must identify and verify the source of the match. The match must be a percentage of the total budgeted project costs and the budget must state how match funds will be used. (Match is restricted to the same uses of funds as allowed for the county funds). The more partnerships identified; the more points will be awarded to the project.

2.04. PROJECT GRANT ADMINISTRATION FEE CAP

Funding for the Innovation grant encompasses overhead and administrative costs for approved projects. A maximum of 15% of the total project budget can be allotted for administrative costs. Administrative costs encompass grant expenses associated with administering the grant. These costs can be both personnel and non-personnel, and both direct and indirect. Therefore, the limitation applies to the combined claims for indirect costs and direct administration costs. Generally, direct administrative costs differ from indirect charges in that the latter are considered organization-wide costs. Examples of direct administrative costs are salaries, benefits, and other expenses of the recipient's staff that perform the following functions: – Overall program management, program coordination, and office management functions including the salaries and related costs of the executive director, project director and/or project evaluator; – Preparing program plans, budgets schedules, and related amendments; – Monitoring of programs, projects, subrecipients and related systems and processes; – Developing systems and procedures, including management information systems, for assuring compliance with program requirements; – Preparing reports and other documents related to the program requirements; – Evaluating program results against stated objectives; and – Divisional level administrative services such as program specific accounting, auditing or legal activities.

2.05 PROPOSAL PREPARATION

The proposer shall prepare a proposal in accordance with the requirements of this Section and provide the proposal to OED via the Amplifund system. Proposers shall submit all data and information specified and requested in the system to qualify its proposal for evaluation and consideration for award. Noncompliance shall be deemed sufficient cause for disqualification of the proposal without further notice. OED will not pay any costs incurred by the Proposer in preparing or submitting their proposal.

2.06 DISQUALIFICATION OF PROPOSALS

OED reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and that demonstrate alignment with Project Specifications. Any proposal offering terms and conditions contradictory to those included, requested, or required by this RFP shall be disqualified without further notice. OED reserves the right to ask for clarification at any time, of any item in the proposal.

A Proposer will be disqualified, and the proposal automatically rejected for any one or more of the following reasons:

- The non-profit and/or business is not in good standing with the DCCA, County of Kauai or the BBB.
- The Proposer's lack of responsibility or cooperation as shown by past work, projects, or services.

- The proposal is conditional, incomplete, or irregular in such a way as to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- The proposal has any provision reserving the right to accept or reject an award, or to enter a contract pursuant to an award, or provisions contrary to those required in this RFP.
- The proposal shows any noncompliance with applicable law.

2.07 PUBLIC INSPECTION & INPUT

Proposal Specification information shall be subject to Public Inspection and comment via consider.it. A link to the initially selected proposals will be posted at The Kauai Forward Website and the County of Kauai Office of Economic Development website. The Public will be allowed to view and offer constructive comments and score each initially qualified project for a period of two (2) weeks. Names of the Applicants or Fiscal Sponsor will not be named to encourage objectivity and provide focus on the project itself. Selection or rejection of the proposal does not affect this right. 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. The public is encouraged to review the proposed projects through our Consider.It tool and provide substantive and constructive comments.

2.08 PROPRIETARY INFORMATION

Proposer shall designate in writing those portions of the proposal that contain trade secrets or other proprietary data that are to remain confidential, so that the material designated as confidential shall be readily separable from the proposal to facilitate inspection of the nonconfidential portion of the proposal.

2.09 PROJECT PROPOSAL INFORMATION REQUIRED:

A. PROJECT OVERVIEW–

- 1 **Project Title** – (Maximum 200 Characters)
- 2 **Economic Sector** – You must state what economic sector you are applying to.
- 3 **Funding Summary** – State the total project amount and break it down between what you are requesting here and all other grant funds secured for this project.
- 4 **Project Overview** Describe a brief high-level summary of your project and what it intends to accomplish. (Maximum 1000 characters)
- 5 **Project Purpose** Describe the specific issue, problem or need that the project will address. (Maximum 3000 characters)
- 6 **Project Research** Describe the research you have done for the proposed project and how you came up with the proposed solution. (Maximum 3000 characters)
- 7 **Project Innovation** How is this project new, different, and innovative compared to past or

current projects? (Maximum 3000 characters)

- 8 **Project Goals** Provide the overall objectives that you are trying to achieve with your project.
- 9 **Project Work Plan** Describe the projects major milestones (checkpoints that help you measure progress and ensure you are still on track to reach your goals) including all significant activities that you will need to complete to achieve the impacts described in your proposal. Please keep task descriptions short and concise. Include information for the entire project for the full grant term. If there are elements of your proposed project that will use funding other than the Innovation Grant, please indicate them in the work plan and budget. Example:

Task Number	Project Activities	Who will complete task?	Timeframe (Quarter)
1	Example: Prepare Project Site	Joe Schmoe, Project Planner	Q1

- 10 **Evaluation of Project Impacts:** Project Impact is how your project affects the matters which it encounters. By giving a project impact appraisal you define effects, both positive and negative, which the project is expected to produce upon environment, organization, community, people, etc.?
- 11 **Dependencies and External Factors:** Explain the external key factors that will influence whether this project is successful and how you intend to address them. For each, indicate whether the activity/task/approval/etc. has been completed, or if not, your plan for completing it. (Maximum 3000 characters).
- Example: Securing all required permits/authorizations/approvals; staff or contractor availability, shipping issues, etc.*
- 12 **County Goals:** Describe how your project aligns with any of the County goals listed in the plans below. This is not necessary, but you will be given extra points for tying your project in to one or more of these plans.
- 13 **Matching Funds:** Describe any matching and in-kind funds you have secured for the project and verify the award and/or receipt of funds.
- 14 **Project Sustainability:** Describe how your project will be sustained beyond the one-year grant period.
- 15 **Project budget.** List all income sources of cash, cash matches and in-kind contributions.

Indicate the dollar value in the Budget column.

Expenses: Project expense estimates must be reasonable, directly related to the proposed project, and clearly described and justified in the budget narrative. The following list includes examples of some common expenses allowable in this Grant program:

- Advertising
- Brochures
- Collateral materials
- Equipment rental
- Facility rental
- Postage
- Posters
- Printing
- Products
- Public relations
- Salary and wages (at prevailing wages for work that is done on or on behalf of the project)
- Security
- Shipping
- Some consultants service.
- Supplies and materials
- Website Development or enhancement

NOTE: *Personnel costs should not be the primary use of grant funds.* To demonstrate financial sustainability, projects will not rely on grant funding for critical operating expenses, including most salaries.

Ineligible uses of grant funding include the following expenses:

- Fundraising expenses.
- Equipment purchases that are not directly related to this project.
- Organizational start up plans.
- Purchase of alcohol.
- Proposal preparation expenses (Grant writing, etc.).
- Purchase of Real Estate
- Purchase of automobiles
- Travel Expenses
- Real Estate Expenses

B. PROJECT SUMMARY STATEMENT. Write a project summary of 500 words or less suitable for dissemination to the public. A project summary is a document or part of a larger document that's comprehensive but concise in providing an overview of the proposed project, including key details. It also outlines the project's objectives, background information to place it in context, requirements, problems, analysis and ends with a conclusion.

C. PROJECT - EQUITY REFLECTION QUESTIONS *(Equity is defined as: “the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.)*

1. How does your organization define equity?
2. What inequities can be observed among different groups based on their location, race/ethnicity, income/ALICE, home-ownership status, health status, English proficiency, etc.?
3. **Cultural Equity:** What is the background of the communities affected by your project in terms of their history, culture, politics, and society? How have previous actions, including those by the County or others, influenced these communities? How does this project consider these historical disparities/impacts?
4. **Procedural Equity:** How does your project ensure the participation of groups that are disproportionately affected? How have community members been involved in the development and evaluation of the project? How will your organization communicate information about the project to effectively reach people from groups that are disproportionately affected?
5. **Distributional Equity:** How will the project distribute its benefits and responsibilities? Are there potential unequal effects on underserved groups? Identify opportunities to promote equity, such as requirements for contracting, subcontracting, hiring, material sourcing, etc.
6. **Structural Equity:** What methods and various data points will your project use to identify inequity and ensure that it prioritizes groups that are disproportionately affected? Share equity data indicators (i.e., groups that have been contacted) to track in grant reports. How will your project assess its performance using specific metrics and provide opportunities for reflection on equity?

C. ORGANIZATIONAL INFORMATION:

Application Information will include (but is not limited to) the following:

- Organizational Information including mission.
- IRS 501(c)(3) determination letter
- DCCA COGS Certificate (Certificate of Good Standing)
- Most recent copy of IRS Form 990 filing

- Financials – including most recent Financial statement (or profit/loss statement) and annual operating budget for the current year.
- HCE Compliance Notice (not required to apply but must be compliant prior to funding)
- List of Applicant’s Board of Directors and/or leadership including names, titles and affiliations.
- Applicants Articles of Incorporation (preferred), or other documentation such as Bylaws that are SIGNED and verify the stated person(s) authorized to sign legal documents on behalf of the organization.
- Verification of 15% Cash match
- Letters of Recommendation and Support (not required).

2.10 PROPOSAL SUBMISSION INSTRUCTIONS

Applicants are required to submit their proposals through the Amplifund System. Proposals must be received **on or before 4:00 p.m. Hawaii Standard Time on Friday, September 1, 2023**. Proposals received after the deadline or not via the Amplifund system will not be considered. After the award, all proposals shall be public information.

SECTION 3: EVALUATION CRITERIA

This RFP shall be evaluated and awarded through a Four (4) phase process. A scoring system will be utilized to maximize the objectivity of the evaluation. Scoring is intended to help the committees sort and assess proposals to assist committee deliberation process, but scores do not solely determine the final funding recommendations. Final funding recommendations are made through deliberations as a group.

3.01 EVALUATION COMMITTEE

The Director of OED shall select an evaluation committee with knowledge of the program objectives to provide initial review and ranking of the proposals. Such a committee shall include at least three governmental employees with sufficient qualifications to assess each application (H.A.R. 3-122-45.01). Proposals shall be evaluated based on the Proposal Evaluation Criteria listed below. Any committee member with a potential conflict of interest with a proposer shall recuse themselves from the review of that proposer's submission.

3.02: EVALUATION PHASES

Evaluation phases will be conducted as follows:

- Phase 1: Screening
- Phase 2: Initial Proposal Evaluation
- Phase 3: Community Engagement
- Phase 4: Final Proposal Evaluation

PHASE 1 – SCREENING, INITIAL COMMITTEE REVIEW AND INITIAL SCORING

An initial screening shall take place immediately after the proposals are downloaded by the Office of Economic Development. The initial screening involves reviewing all submitted proposals for eligibility and completeness. Incomplete proposals or proposals not meeting these minimum requirements may be rejected and dropped from further consideration.

PHASE 2 – INITIAL PROPOSAL GRANT EVALUATION CRITERIA

Phase 2 of the evaluation process: The Grant review committee will review proposals based on the following criteria. Scoring is intended to help the committee sort and assess proposals to assist the committee deliberation process, but scores do not solely determine the final funding recommendations. Final funding recommendations are made through the committee's deliberations as a group.

Proposal Review Criteria	Possible Points
Organizational Capacity <ul style="list-style-type: none">• Organization mission – do they have a clear, well-defined and achievable mission? Who comprises the board of directors and senior leadership responsible for building the mission? Is the	20

<p>organization’s leadership diverse? Are the organizations general structure and program aligned with its mission?</p> <ul style="list-style-type: none"> • Organization Finances – Does the organization have a consistent and reliable funding stream to carry out its work? How diversified is the revenue stream? How much does the organization have in liabilities? Do they track funds in a detailed way that meets modern accounting practices? Have they filed their Form 990? Have they been audited recently? • Organization impact – Is the organization making a measurable difference in the world and in peoples lives? Does the organization exhibit a rigorous interest in self-evaluation and self-improvement? Is the organization engaged in policy and advocacy efforts to bring about long-term change? 	
<p>Applicant Readiness</p> <ul style="list-style-type: none"> • Demonstrates sufficient planning, management experience and staff/volunteer resources to ensure that the project is likely to succeed. Experience could include successful completion of past projects utilizing external funding. • Demonstrates financial viability of the applicant organization such that there is high likelihood that the project would be completed within the grant term. • Innovation: Demonstrates enhancement and/or innovation of an existing or new project. • Community Support and Involvement: Evidence of partnerships with outside organizations. Project has broad based community support and is in line with community values and community resources. 	10
<p>Special Focus</p> <ul style="list-style-type: none"> • Project directly aligns with one or more of the specific Economic Sector requests outlined in the RFP • Project directly aligns with one or more of Kauai County Goals outlined in links to attachments in the RFP. 	10
<p>Work Plan and dependencies</p> <ul style="list-style-type: none"> • Provides complete descriptions and time estimates of the project activities, milestones, and deliverables necessary to achieve desired outcomes. • The work plan is well-aligned with the scale of effort and timeframe necessary to achieve the desired outcomes. • Provides information on completed tasks/dependencies that ensure the project will be ready to begin when the grant contract is executed and will be completed on time, including secured permits, approvals, agreements, materials, etc. • Provides information on in-progress tasks/dependencies that need to be completed before the grant-funded project begins, and a plan for their completion. 	30
<p>Project budget</p> <ul style="list-style-type: none"> • All funding has been secured to complete the proposed project, including grant and match amounts for all activities in the work plan • Describes the total project cost and how the grant request fits within the complete project financing strategy • Includes supporting documentation including quotes, bids and estimate details • The cost elements of the project appear to be complete, consistent with the work plan, and reasonable (the amount requested is proportional with the outcome achieved) • Valid sources of revenue 	20
<p>Equity impact:</p> <ul style="list-style-type: none"> • Organization is currently demonstrating a commitment to equity through its workplace practices or community impact, or applicant has identified specific actions it will take during the grant term to 	10

<p>build its capacity to advance equity</p> <ul style="list-style-type: none"> • Organization has a diverse set of leaders including board members and staff. • Examples of ways in which the organization is engaged in supporting marginalized populations within its community is evident. 	
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PHASE 3 – PUBLIC SCORING & COMMENT

Public Input & Engagement of these proposals is important to the Project & OED. Each Proposal’s public scoring and comments will be given to OED and the selection committee for review for consideration for Phase 4 Final Evaluation. The opportunity to review and score/comment on the Priority Listed Proposers will be listed online at the [Kauai Forward website](#) for a period of two weeks. Scoring from 1-10 points will be allowed. After the Public review period is over, the scores will be included in each Priority Listed Proposals and subject to Phase 4 evaluation. The Selection Committee will consider the public comments and how or why they feel this project deserves consideration and will use it in the final committee proposal evaluation meeting.

PHASE 4 – FINAL PROPOSAL EVALUATION

In Phase 4, a final evaluation of all projects will commence and shall be based on the secondary review of each proposal using the criteria mentioned in this Section and include scoring from Phase 2 & 3 – Public Engagement based on scoring matrix above. Scoring is intended to help the committees sort and assess proposals to assist committee deliberation process, but scores do not solely determine the final funding recommendations. Final funding recommendations are made through deliberations as a group.

OED reserves the right to make an award based only upon proposals as submitted or may require submittal of additional information, or oral presentation, or both.

OED may conduct discussions with proposal contacts to facilitate arriving at an agreement that will provide the best value to the County, taking into consideration the evaluation factors set forth in this RFP. Discussion shall be coordinated by OED and all information regarding date, place, purpose, and attendance shall be recorded. Priority listed proposers shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals. OED also reserves the right to discuss with one or more proposers and request best and final offers provided that no proposer’s proposal or information regarding its negotiation with OED shall be public information or shared with any other proposer until after an award is made. Upon award, the existing contract file, including but not limited to a copy of all successful and unsuccessful proposers’ proposals shall be made available for public inspection.

The Director of OED shall assist the committee in the final selection of the proposals, which will best accomplish the needs of the County and in accordance with the availability of funds.

3.03 RECOMMENDATION FOR CONTRACT AWARD

The evaluation committee shall prepare a report summarizing proposal evaluation rankings and provide recommendations for award of contracts. The awards shall be made to the Proposers submitting the top proposals as determined by the evaluation committee with final evaluation assistance from the Director of OED. The award recommendation shall be based on the proposal deemed to best meet the Proposal Objective and not necessarily on lowest cost.

3.04 REJECTION OF PROPOSALS

The Director of OED reserves the right to accept or reject any or all proposals and to waive any defects in said RFP if deemed to be in the best interest of the County.

SECTION 4: AWARD OF CONTRACT

4.01 AWARD OF CONTRACT

The Proposer, upon being selected for grant funding, will be notified of the award by OED by email. Said notice shall not be construed to be authorization to proceed with the performance of any program. Any services performed by the Proposer prior to execution of the grant contract shall be at the Proposer's own risk and expense.

4.02 EXECUTION OF CONTRACT

A contract document shall be executed by OED and the selected Proposer via digital signature and will take effect on the date all signatures have been received. This document will serve as the official and legal contractual instrument between both parties. This document ("Contract") will incorporate (by attachments or reference) the terms of this RFP, with all addendums; and the Proposer's proposal; all of which becomes part and whole of the "contract." Upon receipt of the Letter of Award and contract documents, the Proposer shall have five (5) business days to digitally execute and return the contract documents digitally to the County of Kauai. The award of contract may be withdrawn by OED if successful Proposer is unable to meet contract execution requirements. This Contract shall not be binding or of any force until said Contract has been fully and properly signed by all the parties thereto. Completed sets of the fully executed contract will be digitally sent to the Proposer. A copy of the contract provisions is attached hereto for reference as Exhibit A.

4.03 FUNDING

Funding for this grant will occur as follows:

- **80%** of the awarded amount listed in Paragraph 1 will be paid upon receipt of the final executed copy of the Contract, a written request for payment is received and HCE Compliance is confirmed by OED.
- **20%** of the awarded amount will be made upon satisfactory completion of the project and submission and approval of the Final Written and Budget Report via the Amplifund system and confirmation of current HCE Compliance.

Funding can be made sooner or later should the project exceed or be delayed from its anticipated timeline and deliverables. The Proposer must communicate with their OED Project Manager for any variances to the budget, timeline, and deliverables.

4.03 INDEMNIFICATION

If selected, the Proposer 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 Contractors 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.

4.04 REPORTING REQUIREMENT

If selected, the Proposer shall be required to provide quarterly progress reports, including a final report of the funded project to OED. Department funding must be acknowledged in this report and in all other publications based on the project results. Interim reports will be required per the contractual agreement. All project reports and results are considered public property and cannot be patented, copyrighted, or restricted in any manner unless specifically agreed to by both parties. You will be assigned a Sector Manager. You will be required to turn in reports on time and to communicate with your sector manager on a regular basis. Site visits will be held to ensure the reporting is accurate. Any projects that are not on schedule (based on the timeline provided), must contact their sector manager and turn in an updated timeline and explain the timeline difference. During the project period, the sector manager may require that you keep impact data that will be specific to your project. At the end of the contract, you will be required to turn in the Final Report, Final Budget, and any data requirement as set up by your OED Sector Manager. Failure to complete reports on time are reported in the next grant cycle and points can possibly be deducted for organizational capacity.

4.05 CONTRACT PROVISIONS

Please see Exhibit "A" for sample contract.

EXHIBIT A

THE COUNTY OF KAUA‘I GRANT AGREEMENT

Enter organization/grantee’s name and grant year

This Grant Agreement is made between the County of Kaua‘i, whose mailing address is 4444 Rice Street, Līhu‘e, Hawai‘i 96766 (“COUNTY”) and Enter organization/grantee’s legal name, a nonprofit Enter type of legal entity, e.g. organization, corporation, or unincorporated association, whose principal mailing address is Enter organization/grantee’s address(es) (“GRANTEE”).

RECITALS

WHEREAS, Kaua‘i County Code (“KCC”) Title III, Chapter 6, Article 3 establishes standards for the appropriations of public funds to private organizations providing programs and services which the COUNTY has determined to be in the public interest;

WHEREAS, grants made pursuant to KCC Title III, Chapter 6, Article 3 are exempted from Hawai‘i Revised Statutes (“HRS”) Chapter 103D by HRS § 103D-102(b)(2)(A);

WHEREAS, the GRANTEE has submitted a Grant Application pursuant to KCC § 6-3.2(a);

WHEREAS, the COUNTY, through its review committee, finds that the Enter proposed project’s title proposed in GRANTEE’s Grant Application (“PROJECT”) yields benefits to the public of the County of Kaua‘i and accomplishes public purposes; and

WHEREAS, funds have been appropriated to be expended as grants for the purposes expressed in KCC Title III, Chapter 6, Article 3.

NOW, THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this Grant Agreement, the COUNTY and the GRANTEE agree as follows:

1. Grant Amount. The COUNTY awards the GRANTEE a grant of Enter grant amount in numerical form for the PROJECT, which shall be disbursed pursuant to the terms of this Grant Agreement.
2. Purpose of the Grant. The GRANTEE shall use the grant funds for the PROJECT in accordance with the PROJECT Description set forth in the GRANTEE’S Grant Application and Grant Budget dated Click or tap to enter a date.. GRANTEE’S Grant Application is attached and incorporated into this Grant Agreement as “Exhibit A.” GRANTEE’S Grant Budget is attached and incorporated into this Grant Agreement as “Exhibit B.”
3. Period of Agreement; Notice to Proceed. This Grant Agreement shall be effective from the date of execution by all parties as indicated at the end of this Grant Agreement and

shall continue until **Click or tap to enter a date.**; provided however, that it may be extended, suspended or terminated pursuant to the terms of this Grant Agreement. GRANTEE shall not proceed with the PROJECT until the COUNTY has given it a written Notice to Proceed. If the Notice to Proceed is unduly delayed, the COUNTY may in its discretion unilaterally extend the Period of Agreement to a date set forth in the Notice to Proceed.

4. Disbursement of Grant Funds. Grant funds will be disbursed to GRANTEE pursuant to the Grant Disbursement Schedule attached and incorporated into this Grant Agreement as “Exhibit G.”

Written requests for payment shall be submitted with a copy of the document(s) required in the Grant Disbursement Schedule to the County of Kauai, ATTN: **Enter County contact's name**, 4444 Rice Street, Suite **Enter suite number**, Lihue, HI 96766 or by emailing the same to **Enter County contact's email address**.

5. Separate Funds. GRANTEE shall keep grant funds financially separate in GRANTEE's book of accounts.
6. Reporting Requirements. GRANTEE shall submit quarterly progress and expense reports, and a year-end progress and expense report on the use of the funds to the COUNTY. Quarterly reports shall be due on or before the fifteenth (15th) of the month following the close of the quarter. The year-end report shall be due within ninety (90) days following the close of the fiscal year in which the money is appropriated. The quarterly progress and expense reports shall be submitted using the Quarterly Progress Report form attached as “Exhibit C” and the Quarterly Expense Report form attached as “Exhibit D.” The year-end report may also be submitted on these forms.

The reports shall contain but are not limited to:

- a. Program status summary;
- b. Program data summary;
- c. Summary of participant characteristics;
- d. Financial status report of the COUNTY funds used;
- e. Financial status report of the remaining balance of COUNTY funds, if any;
- f. A narrative report; and
- g. Any other information requested by the COUNTY.

All reports shall be submitted to the County of Kauai, ATTN: **Enter County contact's name**, 4444 Rice Street, Suite **Enter suite number**, Lihue, HI 96766 or emailed to **Enter County contact's email address**. If the GRANTEE fails to timely submit reports, the COUNTY may take action as permitted by this Grant Agreement and deny future funding requests from the GRANTEE.

Within sixty (60) days after the completion of the PROJECT or the end of the Period of Agreement, whichever is sooner, GRANTEE shall submit a Final Report and a Final Expense Report to the County of Kauai, ATTN: **Enter County contact's name**, 4444 Rice Street, Suite **Enter suite number**, Lihue, HI 96766 or by emailing the same to **Enter County contact's email address**. The Final Report form is attached as "Exhibit E" and the Final Expense Report form is attached as "Exhibit F."

7. Inspection and Monitoring. GRANTEE shall permit the COUNTY or its duly authorized agent(s) periodic access to any and all of GRANTEE's programs, facilities, events or activities related to this Grant Agreement without advance formal notification or appointment, when such access is for the express purpose of monitoring, investigating, or improving policies and procedures, related to this Grant Agreement.
8. Grant Covenants:

GRANTEE agrees to:

 - a. Comply with all applicable Federal and State laws prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, sex, age, or disability, in employment and any condition of employment with the GRANTEE or in participation in the benefits of any program or activity funded in whole or in part by government funds;
 - b. Comply with all applicable licensing and contracting requirements of the COUNTY, State, and Federal governments, and with all applicable accreditation and other standards of quality generally accepted in the field of the GRANTEE's activities;
 - c. Have in its employ, within its membership, or under contract, such persons as are professionally qualified to engage in the PROJECT funded in whole or in part by government funds;
 - d. Comply with such other requirements as the COUNTY's Director of Finance may prescribe to ensure adherence by the provider or GRANTEE with COUNTY, Federal, and State laws and to ensure quality in the service or activity rendered by the GRANTEE; and
 - e. Allow the COUNTY full access to records, reports, files and other related documents in order that it may monitor and evaluate the management and fiscal practices of the GRANTEE to assure proper and effective expenditure of COUNTY funds.
9. Other Applicable Laws. GRANTEE shall comply with any and all applicable COUNTY, State, and Federal statutes, regulations, codes, directives and guidelines related to the performance of this Grant Agreement, including any statutory law related to contracting with the State of Hawai'i.

10. Representations and Warranties.

GRANTEE represents and warrants that:

- a. The information contained in its submitted Grant Application (Exhibit A) is, to the best of GRANTEE's knowledge, true and correct, and has complied with the criteria set forth in KCC § 6-3.2(a) by indicating that:
 - i. GRANTEE is a non-profit organization, corporation or unincorporated association, chartered or otherwise engaging in charitable activities in the County of Kaua'i;
 - ii. The purpose for which GRANTEE's non-profit corporation or association is organized provides benefits to the people of the County of Kaua'i; and
 - iii. The purposes for which GRANTEE's non-profit corporation or association is organized and for which the grant was requested provides services or activities to meet a distinctive cultural, social or economic need and for which adequate Federal or State funding could not be secured.
- b. It is not prohibited from contracting with the COUNTY under KCC § 3-1.8, in that:
 - i. No COUNTY officer or employee has a substantial interest, involving services or property of a value in excess of one thousand dollars (\$1,000.00), in GRANTEE's organization, corporation or unincorporated association; and
 - ii. It is not represented or assisted personally in this matter by a person who has been an employee of the COUNTY agency administering this grant within the preceding one (1) year and who participated while in COUNTY office or employment in the matter with which this Grant Agreement is directly concerned.
- c. The member(s) or representative(s) of GRANTEE's organization, corporation, or unincorporated association that agrees to and signs this Grant Agreement is authorized to enter into binding agreements or contracts on behalf of GRANTEE.
- d. It is a federally registered tax-exempt 501(c)(3) organization under Section 501(a) of the Internal Revenue Code.
- e. It will conduct all activities to be performed in connection with the PROJECT in a safe and prudent manner.
- f. No grant funds received as direct aid will be utilized for essentially religious uses or for the purpose of inhibiting any religion.

- g. No grant funds will be used to support or benefit any private school.
- h. It will obtain prior COUNTY approval for any proposed condition or limitation on participation in any event funded by the PROJECT grant, including, but not limited to, a condition or limitation related to the theme of the event, the participants, or the duration of the event. Any proposed condition or limitation must be reasonable, viewpoint-neutral, and non-discriminatory.
11. GRANTEE Personnel. GRANTEE shall secure, at its own expense, all personnel required to perform this Grant Agreement. GRANTEE and its employees and agents are not by reason of this Grant Agreement, agents or employees of the COUNTY for any purpose and shall not be entitled to claim or receive from the COUNTY any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to COUNTY employees.
12. Suspension; Repayment; Withholding.
- a. Suspension. The COUNTY may suspend this Grant Agreement in whole or in part and any disbursements thereunder for failure of the GRANTEE to comply with any term or condition of this Grant Agreement. Upon suspension, the COUNTY shall inform the GRANTEE in writing of the basis for the suspension. The GRANTEE shall have ten (10) working days after written notice is delivered personally to GRANTEE or mailed to its address listed in this Grant Agreement, in which to respond with a plan agreeable to the COUNTY for corrective action. If no plan is approved or the approved corrective action is not taken, the COUNTY may take further action as authorized by this Grant Agreement and/or permitted by law.
- b. Repayment and Withholding. GRANTEE shall repay the COUNTY for any amounts disbursed which the COUNTY determines were: 1) not used for authorized purposes; 2) used in violation of Federal, State, or COUNTY statutes, regulations, or guidelines; 3) unspent by the date of expiration or termination of this Grant Agreement; and/or 4) otherwise inconsistent with this Grant Agreement. The COUNTY may also withhold further disbursements or reimbursements to GRANTEE. The COUNTY shall inform the GRANTEE in writing when repayment or withholding is required and the basis thereof. The GRANTEE shall have ten (10) working days after written notice is delivered personally to GRANTEE or mailed to its address listed in this Grant Agreement, in which to respond to the COUNTY's determination with a plan for corrective action. The COUNTY has sole discretion to agree to the plan, to proceed with ordering the repayment of the grant funds and/or withholding of any allowable reimbursement, or take further action as authorized by this Grant Agreement and/or permitted by law. If the Grant Agreement is terminated, repayment shall be made pursuant to the Termination provision in Item 14.

13. Modification of Grant Agreement. The COUNTY may, in its sole discretion, authorize changes that are within the scope of the PROJECT, budget reallocations that are within the Grant Amount, and extensions of the Period of Agreement. Other than the foregoing, this Grant Agreement shall **not** be changed, modified, amended or waived, except by a written agreement executed by duly authorized representatives of the COUNTY and GRANTEE.

14. Termination. This Grant Agreement may be terminated in its entirety or in part:

a. By the COUNTY:

- i. If GRANTEE refuses, fails, or is unable to perform any provision of this Grant Agreement with such diligence as will ensure its satisfactory completion within the time specified in this Grant Agreement, or any extension thereof, or commits any substantial breach of this Grant Agreement. Upon GRANTEE's refusal, failure, or inability to perform, or substantial breach, the COUNTY shall notify the GRANTEE in writing of the non-performance or breach. If not cured within ten (10) working days after written notice is delivered personally to GRANTEE or mailed to its address listed in this Grant Agreement, the COUNTY may terminate this Grant Agreement without service or notice or legal process and without prejudice to any other remedy or right of action for breach of contract.
- ii. Without cause by delivering written notice to GRANTEE personally or by mail to its address listed in this Grant Agreement thirty (30) calendar days before the effective date of such termination.

b. By mutual written agreement of the parties to this Grant Agreement.

Within thirty (30) calendar days of any termination, unless otherwise directed by the COUNTY, GRANTEE shall transfer to the COUNTY any grant funds on hand at the termination of this Grant Agreement and any property acquired or improved in whole or in part with grant funds.

15. Costs Incurred Due to Suspension or Termination. The COUNTY shall not reimburse the GRANTEE for any costs incurred by the GRANTEE during suspension or after termination of this Grant Agreement, unless the COUNTY authorizes such costs in writing.

16. **INDEMNIFICATION, DUTY TO DEFEND, AND RELEASE; Claim Notice.**

- a. GRANTEE shall indemnify, defend, release, and hold harmless the COUNTY, its officers, employees, contractors, and agents from and against any and all losses, liabilities, claims, and causes of actions arising directly or indirectly from the errors, omissions, or acts of GRANTEE's officers, directors, partners, employees, contractors, and agents in the performance of or in connection with this Grant Agreement.

- b. The COUNTY shall give GRANTEE reasonable written notice (a "Claim Notice") of any losses or discovery of facts on which the COUNTY intends to base a request for indemnification or duty to defend. The COUNTY's failure to provide a Claim Notice to GRANTEE does not relieve GRANTEE of any liability that GRANTEE may have to the COUNTY, but in no event shall GRANTEE be liable for any losses that result directly from a delay in providing a Claim Notice, which delay materially prejudices the defense of the related third-party claim. Each Claim Notice shall contain a description of the third-party claim and the nature and amount of the related losses (to the extent that the nature and amount of the losses are known at the time). The COUNTY shall furnish promptly to GRANTEE copies of all papers and official documents received in respect of any losses.
17. Competitive Bidding. GRANTEE shall obtain competitive bids for goods and services to be purchased with these funds, wherever possible.
18. Advertising and Promotion. The GRANTEE shall provide to the COUNTY for review all media or advertising that references the COUNTY, or that includes the COUNTY logo, including any acknowledgment that financial support for the PROJECT is provided by the COUNTY. The GRANTEE shall not publish or distribute any such media or advertising without first obtaining the written approval of the COUNTY.
19. Fraud, Waste, and Abuse. The GRANTEE understands that the COUNTY does not tolerate any type of fraud, waste, or misuse of funds. The COUNTY's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law or standards of ethical conduct will be investigated, and appropriate actions will be taken. The GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including but not limited to, those stated in this Grant Agreement; suspension or debarment from Federal, State, and COUNTY grants; and civil and/or criminal penalties.
20. Campaign Contributions Prohibited. GRANTEE acknowledges the applicability of HRS § 11-205.5, which states that campaign contributions are prohibited from specified State or COUNTY government contractors or grantees during the term of the agreement or grant if the contractors or grantees are paid with funds appropriated by a legislative body.
21. Public Documents. Documents submitted pursuant to this Grant Agreement will become public documents to the extent required by the Uniform Information Practices Act, Chapter 92F, HRS.
22. Miscellaneous Provisions.
- a. Headings. All headings are for convenience only and shall not affect the interpretation of this Grant Agreement.
- b. No waiver. No failure of either the COUNTY or the GRANTEE to insist upon the strict performance by the other of any covenant, term or condition of this Grant Agreement, nor any failure to exercise any right or remedy consequent upon a

breach of any covenant, term, or condition of this Grant Agreement, shall constitute a waiver of any such breach of such covenant, term, or condition. No waiver of any breach shall affect or alter this Grant Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

- c. Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Grant Agreement unenforceable, invalid, or illegal.
- d. Survival of obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Grant Agreement, as well as all continuing obligations indicated in this Grant Agreement, shall survive, completion and acceptance of performance and termination, expiration or completion of this Grant Agreement.
- e. No third-party obligations. Except as may be specifically set forth in this Grant Agreement, none of the provisions of this Grant Agreement are intended to benefit any third party not specifically referenced herein. No party other than the COUNTY and GRANTEE shall have the right to enforce any of the provisions of this Grant Agreement.
- f. Actions of the COUNTY in Its Governmental Capacity. Nothing in this Grant Agreement shall be interpreted as limiting the rights and obligations of the COUNTY in its governmental or regulatory capacity.
- g. Governing Law. This Grant Agreement shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of Hawai'i without regard to the conflicts or choice of law provisions thereof.
- h. Remedies. The remedies provided in this Grant Agreement shall be cumulative and shall not preclude the COUNTY of any other rights or from seeking any other remedies permitted by law.
- i. Assignment and Subcontracts. The GRANTEE may not assign rights or duties, or subcontract delivery of services from this Grant Agreement without the prior written consent of the COUNTY. Such consent shall not relieve the GRANTEE of liability in the event of a breach by its assignee.
- j. Counterparts and Electronic Signatures. This Grant Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding on the parties as of the date of the last signature as indicated at the end of this Grant Agreement. Delivery of counterpart may be affected by Adobe Sign, transmitting a signed signature page by emailed PDF, or other mutually agreeable electronic means. The parties agree to conduct transactions by electronic means, including this Grant Agreement, any required reports, and any other documents necessary to effectuate this Grant Agreement.

- k. Approved as to Form and Legality. The terms of this Grant Agreement Template have been approved as to form and legality by the County Attorney as required by the Charter of the County of Kauai. No modification of any term herein, other than the completion of the fillable fields, is permitted without the express written approval of the County Attorney or a Deputy County Attorney. Any such modification made without the express written approval of the County Attorney or a Deputy County Attorney will result in the revocation of the approval as to form and legality.

IN WITNESS WHEREOF, the COUNTY and the GRANTEE have executed this Agreement effective as of the date of the last signatory below.

COUNTY OF KAUA'I

Enter organization/grantee's name

REIKO MATSUYAMA
Director of Finance

DATE

Enter name of grantee signor.
Enter title of grantee signor.

DATE

APPROVAL RECOMMENDED

DEREK S. K. KAWAKAMI
Mayor

DATE

5) Describe any Project changes, issues, concerns.

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

7) Additional Comments:

Submitted by:

Name & Title

Date

Email

Phone

For Staff Use Only:

Date Received: _____ Accepted by: _____ Date: _____

EXHIBIT D

GRANT EXPENDITURE REPORT

Project Name:

Contact Name, Title & Phone Number:

	BUDGET - COUNTY CASH	BUDGET - OTHER CASH	BUDGET - IN-KIND	TOTAL PROJECT BUDGET	TOTAL ACTUAL	TOTAL OTHER CASH	TOTAL IN-KIND	TOTAL PROJECT EXPENSE
ADMINISTRATION (LIST BELOW)								
1				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PROGRAM/OPERATIONS (LIST BELOW)								
1				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MARKETING (LIST BELOW)								
1				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OTHER (LIST BELOW)								
1				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

GRANT EXPENDITURE REPORT:

- 1 Fill in your Name & Title & Contact Information, Project Name and Reporting Period end date.
- 2 Your budget numbers are pre-filled in. You should not change these unless you have an approved amendment from the Director of the Office of Economic Development.
- 3 Fill in your Administrative Costs: Administrative costs are those expenses incurred by grant recipients or sub-recipients in support of the day-to-day operations of their
- 4 Fill in your Operating (or Program) Expenses: These should be directly related to any resources required to carry out the program or project which is being funded. These
- 5 Fill out any "other" expenses that do not fall into the two categories above. Be sure to explain what these are in the Budget Narrative sheet below.
- 6 If you need to explain an expense item, please use the budget narrative sheet below.
- 7 Sign and date the document and send to your OED Contact via oedgrants@kauai.gov

EXHIBIT E – INNOVATION FINAL GRANT REPORT

Please complete the following information (use organization Letterhead if possible):

A. Organization Information

- a. Name & Mailing Address:
- b. Contact Name including telephone number and email address.
- c. Project Name:
- d. Award Amount:

B. Project Summary, describing in the following a brief paragraph:

- a. The purpose of the program or project;
- b. The intended demographic profile and number of people that were to benefit from the program or project as described in the grant proposal (if applicable);
- c. The actual demographic profile and number of people who benefited from the program or project as described in the grant proposal (if applicable);
- d. The key activities of the program or project;
- e. If you have not submitted them already, please include 3+ photos of the program or project in action as separate .jpg or .png attachments.

C. Outcomes (This section should complete the majority of your report);

- a. List the intended outcomes and timelines of the program or project (from the original application);
- b. Provide evidence from the data collected to support whether program/project outcomes were achieved (quantitative and qualitative impact);
- c. If any intended outcomes were not achieved, indicate the reasons;
- d. Indicate any unintended outcomes which were achieved (positive and negative).

D. Conclusions

- a. Describe how the program or project could be altered to improve its results;
- b. Describe future plans for the project;
- c. Describe plans to fund the project in the future.

EXHIBIT F

GRANT EXPENDITURE REPORT

Project Name:

Contact Name, Title & Phone Number:

	BUDGET - COUNTY CASH	BUDGET - OTHER CASH	BUDGET - IN-KIND	TOTAL PROJECT BUDGET	TOTAL ACTUAL	TOTAL OTHER CASH	TOTAL IN-KIND	TOTAL PROJECT EXPENSE
ADMINISTRATION (LIST BELOW)								
1				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PROGRAM/OPERATIONS (LIST BELOW)								
1				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MARKETING (LIST BELOW)								
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2				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OTHER (LIST BELOW)								
1				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

GRANT EXPENDITURE REPORT:

- 1 Fill in your Name & Title & Contact Information, Project Name and Reporting Period end date.
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