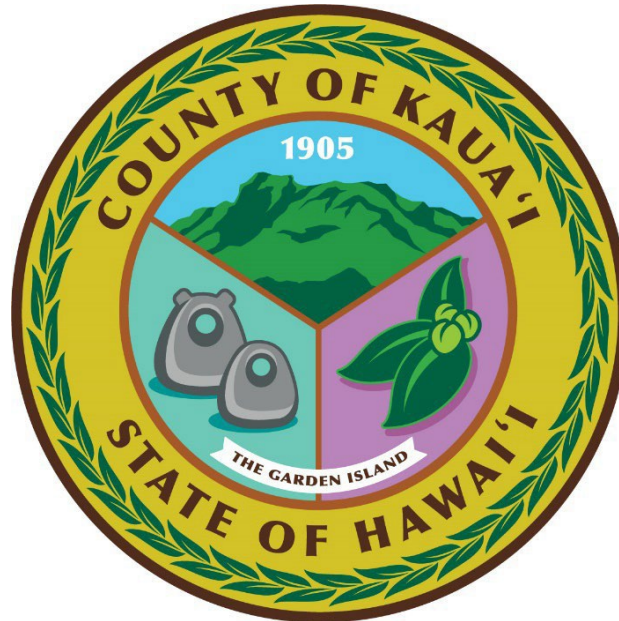


County of Kauai
Office of Economic Development



Request for Proposals
Agriculture Farm Expansion Grant (AFEG)
Fiscal Year 2024-2025

RFP ISSUANCE/APPLICATION OPEN DATE: NOVEMBER 7, 2024
Project Funding period March 1, 2025 to September 30, 2026
DEADLINE TO APPLY THURSDAY, JANUARY 2, 2025 AT 4:00PM

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

REQUEST FOR PROPOSALS (“RFP”)
COUNTY OF KAUAI OFFICE OF ECONOMIC DEVELOPMENT
NOTICE OF REQUEST FOR PROPOSALS: AGRICULTURE FARM EXPANSION GRANTS (AFEG)
FISCAL YEAR 2024-2025

SEALED PROPOSALS for the AGRICULTURE FARM EXPANSION GRANTS for Fiscal Year 2024-2025, must be received on or before 4:00 p.m. Kauai Standard Time, Thursday, January 2, 2025, via the Amplifund System. Awards will be made, and recipients will be notified during the week of February 3, 2025. Link to the Amplifund system can be found here: [AFEG Application Link](#)

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

The Kauai County Office of Economic Development (“OED”) is requesting proposals for the Agriculture Farm Expansion Grant Awards for the 2024-2025 Fiscal Year. Project funding period will be March 1, 2025, to September 30, 2026. The intent of the grant program is to advance Kauai’s agricultural industry through targeted investments in the expansion of farming across the island. Proposals submitted shall be reviewed and considered for the receipt of funding, to proposed projects or program budgets for applicant organizations.

A zoom meeting to discuss the RFP will be held on Thursday, November 14, 2024 at 4:00pm. Please register via the following link:

[Webinar Registration Link](#)

We will be posting the recorded webinar on kuikauai.com by the end of the day on November 15, 2024.

The deadline for submitting written questions is Thursday, November 21, 2024, at 4:00pm via oedgrants@kauai.gov.

Notification of OED’s approval and recommendation for funding will be made the week of February 3, 2025.

Nalani Kaauwai-Brun
Director, Office of Economic Development

The Garden Island
Publication Date: November 7, 2024

**COUNTY OF KAUAI OFFICE OF ECONOMIC DEVELOPMENT
AGRICULTURE FARM EXPANSION GRANT
FOR FISCAL YEAR 2024-2025 REQUEST FOR PROPOSALS**

SECTION 1: ADMINISTRATION	4
1.01 ELIGIBLE PROJECTS OR ACTIVITIES	4
1.02 AWARD AMOUNT	4
1.03 ELIGIBLE ENTITIES	4
1.04 TIMETABLE	6
1.05 CONTACT FOR INFORMATION	7
1.06 SUBMISSION OF QUESTIONS	7
1.07 AMENDMENT, ADDENDA, OR BULLETINS	7
1.08 WITHDRAWAL OF PROPOSALS.....	8
1.09 CANCELLATION OF RFP	8
1.10 CONTRACT PERIOD.....	8
1.11 MULTIPLE PROPOSALS:	8
1.12 PROPOSAL SUBMISSION:.....	8
1.13 PROPOSAL BUDGET:.....	8
SECTION 2: PROJECT PLAN, PROPOSALS & SPECIFICATIONS	9
2.01 PROJECT LOCATION:.....	9
2.02 PROJECT SPECIFICATIONS:	9
2.03 PROPOSAL PREPARATION	11
2.04 DISQUALIFICATION OF PROPOSALS.....	11
2.05 PUBLIC INSPECTION.....	12
2.06. PROJECT MATCH REQUIREMENT	12
2.07. PROJECT GRANT ADMINISTRATION FEE CAP	12
2.08 PROJECT PROPOSAL INFORMATION REQUIRED:	13
2.09 PROPOSAL SUBMISSION INSTRUCTIONS.....	18

SECTION 3: EVALUATION CRITERIA	19
3.01 EVALUATION COMMITTEE	19
3.02 : EVALUATION PHASES	19
3.03 RECOMMENDATION FOR CONTRACT AWARD.....	23
3.04 REJECTION OF PROPOSALS	23
 SECTION 4: AWARD OF CONTRACT	 24
4.01 AWARD OF CONTRACT	24
4.02 EXECUTION OF CONTRACT.....	24
4.03 FUNDING	24
4.04 INDEMNIFICATION.....	24
4.05 REPORTING REQUIREMENT	25
4.06 CONTRACT PROVISIONS.....	25

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, Kauai-based businesses with a Kauai non-profit fiscal sponsor (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 or be an educational institution or Kauai based business with a non-profit fiscal sponsor) for its Agriculture Farm Expansion Grant for Fiscal Year 2024-2025. We will be accepting applications for Farm projects that advance Kauai's agricultural industry through targeted investments in the expansion of farming across the island.

1.01 ELIGIBLE PROJECTS OR ACTIVITIES

Eligible proposals will advance Kauai's agricultural industry through the expansion of farming across the island. See Section 2 for examples of eligible projects. Programs or projects currently or funded with County Grants will not be considered.

1.02 AWARD AMOUNT

OED intends to award grants ranging from \$15,000 to \$100,000 each for different initiatives that align with RFP Project Specifications (see Section 2). Total funding will be no more than \$667,500.

1.03 ELIGIBLE ENTITIES

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

Be a Non-Profit entity that operates a bona-fide farm or bona-fide ranching business and/or non-profit entities that partner with operating bona-fide farm or bona-fide ranching businesses (as defined below) throughout Kauai County. Non-profit organization governing board members shall have served without compensation and have no material conflict of interest. The Applicant shall be the Non-Profit Organization who operates a bona fide farm or bona fide ranches or partners with a Bona Fide Farmer or Bona Fide Rancher. A Bona Fide Farmer is someone who:

- Is an owner-operator of an established farm conducting a substantial farming operation and for a substantial period of the person's life resided on a farm or depended on farm income for livelihood; or Has not less than two years' experience as a full-time farmer or four years' experience as a part-time farmer and who, in the administrator's judgement, is likely to successfully operate a farm by reason of ability, experience and training as a vocational trainee or;
- A New Farmer who shall farm full-time and who is: a college or community college

program graduate such as agriculture or aquaculture who has less than two years' experience as a full-time farmer or less than four years' experience as a part-time farmer; and a person who by reason of ability, experience and training as a vocational trainee is likely to successfully operate a farm, as determined by the administrator or;

- A qualified person, or association of persons, actively engaged in farming, agricultural processing, or agricultural product development activities.

A bona fide ranching business is someone who:

- Is an owner-operator of an established ranch conducting substantial ranching operations. Has a registered livestock business that operates on agricultural land on Kauai and is engaged in the production of livestock products, including but not limited to cattle or sheep.
- Is an owner-operator of an established ranch conducting a substantial ranching operation and for a substantial period of the person's life resided on a ranch or depended on ranch income for livelihood; or Has not less than two years' experience as a full-time rancher or four years' experience as a part-time rancher and who, in the administrator's judgement, is likely to successfully operate a ranch by reason of ability, experience and training as a vocational trainee or;

AND

- Is a citizen of the United States who has resided in the State for at least three years, or a permanent status alien who has resided in the State for at least five years and;
- Has not had, during the five years preceding the date of disposition a previous sale, lease, license, permit, or easement covering public lands canceled for failure to satisfy the terms and conditions thereof and;
- Is not in arrears in the payment of taxes or other obligations to the State of Hawaii or to any of its Counties.

Entity Eligibility Requirements: All Operating Farm partners must have:

- An active GET License to conduct business in Hawaii for at least one year.
- Business owners and partners that are Kauai County residents for a minimum of one year prior to date of application.

AND ALL OF THE FOLLOWING:

- 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;
- Is a farm business that operates on an aggregate of 100 acres or less. Livestock ranches of up to an aggregate of 200 usable acres for livestock within Kauai County will be Eligible. Both farms and ranches must possess a state general excise license for the farming business for at least one year.
- Non-Profits and Business (Corporations only) must have SIGNED bylaws or policies that describe the way business is conducted including management, fiscal policies and procedures, 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.
- 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.

NOTE: Government and Educational Institutions are not eligible for this grant.

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 Application Link	Thursday, November 7, 2024 at 8:00am HST
Zoom Meeting/Webinar to discuss the RFP and how to apply. Register here: AFEG Webinar Registration Link	Thursday, November 14, 2024 at 1:00pm HST

Closing Date for Receipt of Questions	Thursday, November 21, 2024 at 4:00pm HST
Department’s Response to Proposers’ Questions – Final Amendments (if any) to RFP	Tuesday, November 26, 2024 at 4:00pm HST
Proposal Due Date	Thursday, January 2, 2025 at 4:00pm HST
Selection / Award Notification	Week of February 3, 2025
Grant Agreement Execution Period	February 5, 2025 to February 28, 2025
Tentative Agreement Commencement Date	March 1, 2025 to September 30, 2026

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, November 21, 2024, at 4:00pm HST.**

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 **Thursday, November 21, 2024 at 4:00pm HST** 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 RFP and the Amplifund application system will be held on Thursday, November 14, 2024 at 4:00pm HST.** Click here to register for the RFP Webinar:

[AFEG Webinar Link](#)

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 **Thursday, November 21, 2024 at 4:00pm HST.** 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 **Thursday, November 21, 2024 at 04:00pm HST** 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 **4:00pm HST deadline on January 2, 2025**. 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 be **March 1, 2025 through September 30, 2026**.

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, drop-off 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 projects that seek to advance Kauai's agricultural industry in the expansion of farming across the island.

2.01 PROJECT LOCATION:

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

2.02 PROJECT SPECIFICATIONS:

Eligible projects from eligible operating farms and ranches on Kauai for projects that will have a direct impact on the expansion of existing agriculture on Kauai including:

- Local produce
- Local livestock and poultry
- Local aquaculture and mariculture
- Local floriculture
- Local horticulture
- Local agroforestry
- Local apiculture
- Other (if you don't know if you fall into one of these categories, please contact Niki Kunioka-Volz at nkvolz@kauai.gov).

Grant funds will be approved for one or more of the following:

- Expand farm yield capacity and production.
- Improve environmental impact, safety and/or health practices
- Increase business acumen (creating business plans, etc.)
- Adopt or increase utilization of technology.
- Adopt or increase business visibility through marketing or other efforts.
- Adopt or increase utilization of regenerative agriculture practices such as soil health improvement, agroforestry, cover cropping, and holistic grazing management.

An applicant may be eligible for an award if the proposal meets the goals of the AFEG Grant and:

- 1) Primarily adds value to Kauai's agricultural products,
- 2) Has prospects for commercial success given current personnel, experience, and resources of the applicant.
- 3) Has the prospects to create and/or retain jobs on Kauai
- 4) Has the management structure to comply with ongoing reporting and monitoring activities of the grant.
- 5) Has the prospects for improved environmental and ecosystem benefits

EXAMPLES OF ELIGIBLE PROJECTS:

INFRASTRUCTURE

- Site development, plans, drawings, permits, legal fees, consultant fees
- Shade Houses, Green Houses, etc.
- Irrigation Systems including water connection, installation, improvements, meters, hardware
- Tool storage sheds or containers
- Wash & Pack areas including shade structures, drainage pits or other needs
- Community gathering spaces for community workshops or other engagement activities, shade structures, outdoor kitchens, demonstration sites
- Aggregation & distribution preparation areas
- Land improvements including soil testing, amendments, remediation, weed management
- Innovations in production equipment such as hydroponic or aquaponic systems

EQUIPMENT & SUPPLIES

- Tools including hand tools, mechanizing tools, harvesting tools, weed management tools, etc.
- Post harvest wash stations, bins, boxes, labels, packaging etc.
- Refrigeration units
- Technology and software for sales, marketing, communication.
- Technology, and software for field management
- Animal feed
- Livestock Medicine
- Soil amendments
- Compost, or any material which supplies one or more of the chemical elements required for plant growth

TECHNICAL ASSISTANCE & OPTIONS

- Business Planning
- Forming Cooperatives
- Marketing & Communications
- Food safety certifications
- Farm and ranch certifications, like Climate-Smart Ag Certification, Regenerative Ag Certification, Organic Certification
- Evaluation, data collection, quantitative and qualitative reports on impact of project
- Design, Planning and Implementation consultants and contracts for:
 - Invasive Species Management
 - Irrigation

- Soils
- Site Development
- Navigation of permits & legal processes
- Website Development

WORKFORCE DEVELOPMENT

- Staff capacity to operate programming
- Internship stipends or hourly pay
- Professional Development Opportunities

COMMUNITY ENGAGEMENT & EDUCATION

- Community Workshop development and materials
- Staff capacity to operate Community Engagement activities
- Translation services for community engagement
- Open house tours and field trips for residents, students, elderly, or other underserved community members to show how your project has increased production (?).
- Agritourism

2.03 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 the 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.

2.04 DISQUALIFICATION OF PROPOSALS

OED reserves the right to consider 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 for 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.
- The Proposer's lack of responsibility or cooperation as shown by past work, reporting, 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.

2.05 PUBLIC INSPECTION

At the conclusion of the RFP process, resulting in either a contract award or rejection of all proposals, all material shall become public information.

2.06. PROJECT MATCH REQUIREMENT

There is a match requirement of 10% cash match and 10% in-kind for funds awarded under this program. The grant may not cover more than 80% of the total costs of the project being funded. Matching and in-kind funds assure commitment and buy-in from the grant recipient. All matching and in-kind funds must contribute directly to the project. The applicant must identify and verify the source of the cash match prior to project funding. The match must be 10% of the requested funding amount and the budget must state how match and in-kind funds will be used. (Match is restricted to the same uses of funds as allowed for the county funds). Cash matches that exceed the minimum will get extra points.

Eligible matching funds:

- Costs paid by the applicant with money that is on-hand, dedicated to the project.
- Loan funding is provided to the recipient and used for the project.
- No County, State or Federal Grant funds may be used as a match.
- Expenses incurred on or after the start of the Grant Agreement
- Cash matches used toward normal day-to-day operation of your business may not be used as a match.

2.07. PROJECT GRANT ADMINISTRATION FEE CAP

Funding for the Kauai Agriculture Expansion Grant encompasses overhead and administrative costs for approved projects.

<u>Total Project Amount</u>	<u>Maximum Administrative Fee</u>
\$0-\$50,000	15%
\$50,001 - \$100,000	10%

A maximum of 10-15% of the total project budget can be allotted for administrative costs according to the chart above. 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/project management, program/project coordination, and office management functions including the salaries and related costs of the executive director, program/project director and/or program/project evaluator; – Preparing program/project plans, program/project budget schedules, and related amendments; – Monitoring of the project, subrecipients and related systems and processes; – Developing systems and procedures, including management information systems, for assuring compliance with program/project requirements; – Preparing reports and other documents related to the program/project requirements; – Evaluating program/project results against stated objectives; and – Divisional level administrative services such as program/project specific accounting, auditing or legal activities.

2.08 PROJECT PROPOSAL INFORMATION REQUIRED:

A. Project Title & Summary/Overview

B. Project Team names & summaries of their roles

C. Dollar amount requested

D. Non-profit organization and farm business information required.

- Organization information (legal address, contacts, etc.) (non-profit & business)
- Signed by laws and/or policies (non-profit & businesses that are Corporations)
- Board of directors list and affiliations (non-profit only)
- Last official meeting minutes of the Board.
- Most recent profit & loss statement, or similar (non-profit & business)
- Form 990 complete for the last fiscal year. If you did not file a complete Form 990 in 2023 (i.e., Form 990EZ), then we will ask for enough accounting information to ascertain the health of the Non-Profit.
- Operating budget for 2024 (non-profit & business)
- IRS determination letter (non-profit only)
- Signed W-9 (Non-Profit only)
- DCCA cogs certificate (non-profit & business – dated within last month)
- HCE compliance certificate (non-profit only – dated within last month). While this is not required to apply, it is required for funding.

E. PROJECT SWOT ANALYSIS:

- Project Strengths: What makes your project well qualified to accomplish your goal? What sets your project apart from others?
- Project Weaknesses: What aspect of your project has room for growth? What could be improved to strengthen your project?
- Project Opportunities: What skills, knowledge, products, and tools does your

project have to extend to individuals, businesses, or organizations?

- Project Threats: What obstacles do you foresee challenging your project’s success?
- Project sustainability: How will the project be sustained after this funding is fully expended?

F. PROJECT GOALS:

- Describe the overarching goals that this funding will accomplish. **Minimum of 2.**

G. PROJECT WORK PLAN TABLE: Reflecting on your Project Goal(s), complete the table below and add additional rows as needed. What steps will you take to successfully complete the goals of your proposed project.

- Measurable Objectives column: A measurable objective is the quantifiable result of performing project activities.
- Project Activities column: What specific steps are needed to achieve the measurable objective.
- Timeline column: The grant term is up to 24 months (from 3/1/25 to 9/30/2026), all work needs to occur within this timeframe. No specific date required, just month and year.
- Performed By column: Should include all Project Team members and contractors assigned to the activities they are responsible for completing.

For Example:

PROJECT GOALS: Infrastructure: Expand access to irrigation on an additional 1/4 acre to increase production space. This will increase the viability of urban food cultivation and increase food access to a food insecure community.			
MEASURABLE PROJECT OBJECTIVE (at least 2 required)	PROJECT ACTIVITIES (at least 2 per objective)	TIMELINE (month/year each activity will occur)	PERFORMED BY (Who will implement each activity? Be specific)
Infrastructure	Hire consultant to design new irrigation system	March 2025	Program Manager - Joe

	Complete an agreed upon design after researching three quotes from contractors	April, 2025	Program Manager - Joe
	Complete City permits to install new water meter	May, 2025	Program Manager - Joe
	Purchase all materials	May, 2025	Farmer Jack
	Build new system	June, 2025	Farmer Jack
	Test system for final troubleshooting	June, 2025	Farmer Jack
	New system complete	July, 2025	Program Manager Joe, Farmer Jack

H. PROJECT METRICS –

Describe one to three metric(s) you will use or data/information you will gather to measure your projects success in farming expansion. Provide a description of how you will gather the said information and who will be responsible from your project team and what this metric represents as it relates to the need identified.

Examples of different metrics could be but are not limited to:

Indicator	Tracking Mechanism
Amount of produce grown and sold	Create tracking sheets for shared packing and washing sheds – counts tallied by farmer.
Business plans utilized for ongoing farming and business development	Ask farmers if they use and update their business plans throughout program participation – through quarterly or annual surveys
Diversity of markets assessed	Number of marketing outlets sold to – yearly financial survey
Organic or other Certification	Track how long it takes and when certified
Leadership Qualities Developed	Determine potential indicators of incubator and community leadership based on specific context and include questions about these activities in quarterly or annual surveys.
Production knowledge gained	Pre-and Post skills survey with farmers and at least yearly during program participation and graduation rates.
Access to markets and marketing support	Track number of participants who access cooperate CSA or marketing avenues

Diversity of Farm Products	Number and type of products produced or sold at start versus Number and type of products sold at end.
Financial literacy and stability for farmer	Number of business documents such as farm financial statements, utilizing record-keeping mechanisms, and ability to access credit and financing – at start and at end.
Monetary value of crops grown and sold	Gross Sales – yearly financial survey
Farmer income	Gross sales through cooperative marketing and other avenues – gathered annually or quarterly.
Community food security	Amount of fresh, local products entering local and particularly underserved markets.
Land in active agricultural use	Number of acres farmed- before and after survey.

I. PROJECT FUNDING – BUDGET

1. Provide a complete budget worksheet on Amplifund
2. You must list all income sources of cash, any matches and in-kind contributions on the sections provided. Indicate the dollar value in the Budget column.
3. All equipment purchases above \$10,000 **MUST** include **DETAILED** written estimates by the manufacturer or distributor and **INCLUDE** estimated, realistic shipping and arrival dates and the number of hours and hourly rates being paid to the contractor. Not attaching an applicable estimate may disqualify your application. Estimates should be detailed.
4. 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
 - Electronic media
 - 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 consultant services
 - Supplies and materials
 - Travel (may be considered but must be minimal and include a description of what travel is for and when)
 - Website Development or enhancement

NOTE: *Personnel costs should not be the primary use of grant funds.* To demonstrate financial sustainability, projects should 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.
5. Budget Narrative. Provide a budget narrative explaining each expense and how it relates to your project.

J. PROJECT FUNDING – OTHER SOURCES & SUSTAINABILITY

1. Describe other funding you have secured for this project. Include the name of the funder and the amount funded.
2. Describe how your project will sustain itself once grant or other funding runs out.
3. Provide a three-year ongoing project plan budget.

2.09 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 January 2, 2025**. 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 three (3) phase process. A quantitative scoring system will be utilized to maximize the objectivity of the evaluation.

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 committee shall include at least one government employee 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 in Phase 2 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: Final Proposal Evaluation

PHASE 1 – SCREENING FOR ELIGIBILITY AND REQUIRED DOCUMENTS

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 EVALUATION AND INITIAL SCORING BY SELECTION COMMITTEE

Phase 2 of the evaluation process provides for an evaluation committee to establish a Priority List of Proposers who will be included in Phase 3 of the evaluation process. No discussions with Proposers shall take place during Phase 2 except for clarification purposes.

EVALUATION OF PROPOSAL - EVALUATION CATEGORIES AND VALUES

ORGANIZATION ELIGIBILITY – PHASE 1 (Initial Evaluation)		
ELIGIBILITY	Is the organization eligible according to the RFP?	Yes/No
DOCUMENTS	Did the organization upload all requested documents	Yes/No
PROJECT LOCATION	Is your project located 100% on the Island of Kauai?	Yes/No (no points)
OTHER FUNDING	Have you received any Federal, State or County funding for this project? Have you applied for any other grants to fund this project?	Yes/No (no points)

PROJECT REPORTING	Does the applicant agree to provide quarterly and final reporting and meeting with the OED representative as designated in the RFP?	Yes/No (no points)
ORGANIZATION(S) CAPACITY SCORING (Applicant and primary business partner (if any))		
ORGANIZATION/BUSINESS RELIABILITY	Level of integrity, reliability and credibility of both the Non-Profit Organization AND the Farm Business (if different) in the community.	<ul style="list-style-type: none"> • 5 points: Applicant (Non-Profit) and business are well known and trusted in the community and has/have extensive experience working with the community. • 3 points: Applicant (Non-Profit) has good experience working in the community, but the business either doesn't or isn't known to work as a trusted partner in the community. • 0 points: Both the Applicant (Non-Profit) and the business do not have suitable shown experience as a reliable community partner
TOTAL POINTS OUT OF 5		
ORGANIZATION CAPACITY	Organizational ability to carry out the proposed project including the appropriate mission and structure to fulfill the needs of the project.	<ul style="list-style-type: none"> • 5 points: Applicant and business have experience developing and/or managing projects of this size. • 3 points: Applicant (Non-Profit) has experience managing projects of this size, but the business does not or vice versa or one or both have limited experience. • 0 points: Both the Applicant and the business do not have any experience managing projects of this size and type.
TOTAL POINTS OUT OF 5		
ORGANIZATIONAL STRUCTURE/FINANCES	Organization and business have an active and diverse Board, hold regular meetings, files required documents in a timely fashion and has all financial documents in order.	<ul style="list-style-type: none"> • 10 points: Applicant and business meet all points • 7 points: Applicant (Non-Profit) meets all points, but business does not. • 5 points: Applicant and Business both meet some of these points. • 0 points: Neither the Applicant nor the Business meet these points.
TOTAL POINTS OUT OF 10		
TOTAL ORGANIZATION POINTS (OUT OF 20)		
PROJECT SCORING (TOTAL POINTS AVAILABLE = 80)		
PROJECT TITLE & SUMMARY	Project Title and Summary complete? (NOTE: Word Limit for summary is 100 words)	Yes/No (no points)
PROJECT LOCATION	Project Location clearly stated	Yes/No (no points)

PROJECT TEAM	Project Team Members and their roles identified?	<ul style="list-style-type: none"> • 20 points: Applicant clearly describes project team with different roles for each member and every member of the team are members of the community being served. • 15 points: Applicant clearly describes project team with different roles for each member and team includes members of the community being served. • 10 points: Applicant somewhat clearly describes project team, and team includes members of the community being served • 5 points: Applicant clearly describes project team, and team does NOT include members of the community being served. • 0 points: Applicant poorly describes project team, and team does NOT include members of the community being served.
TOTAL POINTS OUT OF 20		
PROJECT GOAL(S):	Did the applicant clearly define the project goals?	<ul style="list-style-type: none"> • 10 points: Applicant provided a complete, and clear Project Goals that align with the rest of the information provided in the application. • 5 points: Applicant provided a somewhat clear Project Goal(s) when taking into consideration other parts of the project information. • 2 points: Applicant provided a somewhat clear Project Goal(s) but did not provide enough information to determine clearly what the project goal(s) are/is. • 0 points: Applicant did not provide a complete Project Goals and did not provide enough information in the application to decipher a clear goal or goals.
TOTAL POINTS OUT OF 10		
PROJECT SWOT ANALYSIS & SUSTAINABILITY PLAN	Did the applicant complete the SWOT analysis and provide a complete, and clear Project Description that covered all four SWOT analyses and provided a sustainability plan?	<ul style="list-style-type: none"> • 10 points: Applicant provided a complete, clear Project Description. I covered all four points in the SWOT analysis and provided a sustainability plan. • 5 points: Applicant provided a somewhat clear Project Description covering all four points in the SWOT analysis but did not provide any sustainability plan. • 2 points: Applicant provided a somewhat clear Project Description covering some but not all SWOT analysis and did not provide any sustainability plan. • 0 points: Applicant did not provide a complete Project Narrative, poorly covered SWOT analysis and did not provide any sustainability plan.
TOTAL POINTS OUT OF 10		
PROJECT WORK PLAN	Did the applicant complete and provide a clear and descriptive	<ul style="list-style-type: none"> • 15 points: Applicant provided a complete, clear and descriptive Project Work Plan that clearly

	work plan that clearly describes all outcomes, activities, timeline and who will execute each activity.	describes all outcomes, activities, timeline and who will execute each activity. <ul style="list-style-type: none"> • 10 points: Applicant provided a somewhat clear and descriptive Project Work Plan that somewhat describes outcomes, activities, timeline and who will execute each activity. • 5 points: Applicant provided a poorly executed Project Work Plan that hardly describes outcomes, activities, timeline and who will execute each activity. • 0 points: Applicant fails to provide a Project Work Plan and does not describe outcomes, activities, timeline and who will execute each activity.
TOTAL POINTS OUT OF 15		
PROJECT METRICS	Did the applicant describe 1-3 metrics that will be gathered to measure project success?	<ul style="list-style-type: none"> • 10 points: Applicant clearly describes what information will be gathered, by which staff and what need it addresses. • 5 points: Applicant somewhat describes what information will be gathered, by which staff and what need it addresses. • 2 points: Applicant poorly describes what information will be gathered, by which staff and what need it addresses. • 0 points: Applicant fails to describe what information will be gathered, by which staff and what need it addresses.
TOTAL POINTS OUT OF 10		
PROJECT BUDGET	Is the Project Budget Complete and all estimates attached per the RFP?	<ul style="list-style-type: none"> • 20 points: The budget is realistic, thorough and includes all estimates for equipment or expenses above \$5,000. • 15 points: The budget clearly describes expenses but is missing estimates (must have prior to funding) • 10 points: Applicant somewhat describes budget expenses but lacks details on costs and how they relate to the project. • 0 points: Applicant poorly describes expenses and does not relate the expenses back to the project.
TOTAL POINTS OUT OF 20		
TOTAL PROJECT POINTS (OUT OF 80)		
TOTAL POINTS		

PHASE 3 – SELECTION COMMITTEE MEETING, DISCUSSION AND AWARD DECISION MAKING MEETING

In Phase 3, 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.

The maximum total evaluation points available for each Proposer in Phase 3 is 100 points for the final evaluation. Each Priority Listed Proposer’s final total score will be determined by an average of total

points assigned to each Proposer, by evaluators. The evaluation committee reserves the right to have additional discussions with the Priority Listed Proposers prior to selection for clarification purposes only.

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

OED may conduct discussions with priority listed proposers 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 proposals, shall be made available for public inspection.

3.02 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 or proposals deemed to best meet the Proposal Objective and not necessarily on the lowest cost.

3.03 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 an 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.

4.02 EXECUTION OF CONTRACT

A contract document shall be executed by OED and the selected Proposer via digital signature. 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 any and 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 will be paid upon receipt of 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.

4.04 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.

4.05 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. Reporting will be required through email only. The OED Agricultural Specialist is assigned as Grant Project Manager and will manage these grants including reporting. You will be required to turn in reports on time and to communicate with your project manager on a regular basis, without notification. Any projects that are not on schedule based on the timeline provided, must contact the Grant Project Manager and turn in an updated timeline. During the project period, the Grant Project 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 Grant Project Manager.

4.06 CONTRACT PROVISIONS

Please see Exhibit "A" for sample contract.

EXHIBIT "A" SAMPLE CONTRACT

**THE COUNTY OF KAUA'I GRANT AGREEMENT
«ORGANIZATION_NAME» - FY2024**

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 «ORGANIZATION_NAME», a nonprofit corporation, whose principal mailing address is «MAILING_ADDRESS», «CITY_STATE_ZIP1».

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 «ORG_PROJECT_NAME» 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:

- i. Grant Amount. The COUNTY awards the GRANTEE a grant of [AMOUNT] for the PROJECT, which shall be disbursed pursuant to the terms of this Grant Agreement.
- ii. 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 1/2/2025. 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."
- iii. 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 September 30, 2026; 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.

- iv. 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 C.”

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: OED GRANTS, 4444 Rice Street, Suite 200, Lihue, HI 96766 or by emailing the same to oedgrants@kauai.gov.

- v. Separate Funds. GRANTEE shall keep grant funds financially separate in GRANTEE's book of accounts.
- vi. 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 project-end report shall be due within thirty (30) days following the close of the fiscal year in which the money is appropriated. The quarterly progress and expense reports shall be submitted via email to oedgrants@kauai.gov

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 via email. 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 thirty (30) 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 via email to oedgrants@kauai.gov

vii. 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.

viii. 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.
- ix. 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.

x. Representations and Warranties.

GRANTEE represents and warrants that:

- a. The information contained in its submitted Grant Application (Exhibit A & B) 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.
- b. 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.
- c. It is a federally registered tax-exempt 501(c)(3) organization under Section 501(a) of the Internal Revenue Code.
- d. It will conduct all activities to be performed in connection with the PROJECT in a safe and prudent manner.
- e. No grant funds received as direct aid will be utilized for essentially religious uses or for the purpose of inhibiting any religion.

- f. No grant funds will be used to support or benefit any private school.
 - g. 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.
- xi. 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.
- xii. 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.

- xiii. 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 agreement by duly authorized representatives of the COUNTY and GRANTEE. All amendment requests will be requested via email at oedgrants@kauai.gov
- xiv. 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.

- xv. 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.

xvi. **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.

- xvii. Competitive Bidding. GRANTEE shall obtain competitive bids for goods and services to be purchased with these funds, wherever possible.

- xviii. 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.

- xix. 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.

- xx. 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.

- xxi. 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.

- xxii. 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

«ORGANIZATION_NAME»

CHELSIE SAKAI DATE
Director of Finance

«Grant_Sigantor» DATE
«Grant_Sigantor_Title»

APPROVAL RECOMMENDED

DEREK S. K. KAWAKAMI DATE
Mayor