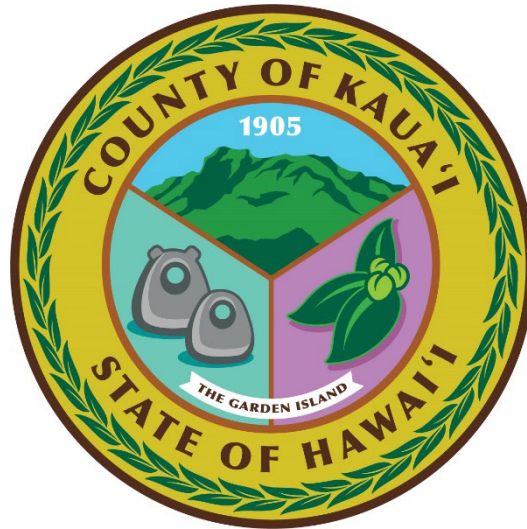


County of Kaua'i
Office of Economic Development



Request for Proposals
Kauai Cultural Programs and Events Grants
For Fiscal Year 2024-2025

RFP ISSUANCE/APPLICATION OPEN DATE: **TUESDAY, MARCH 4, 2025 AT 8:00AM**

Project Funding period May 1, 2025 to April 30, 2026

DEADLINE TO APPLY THURSDAY, APRIL 3, 2025 AT 4:00PM

County of Kaua'i
Office of Economic Development
4444 Rice Street, Suite 200
Lihue, HI 96766
Telephone: (808) 241-4946
Fax: (808) 241-6399
Email: oadgrants@kauai.gov
Website: www.kauaiforward.com

**REQUEST FOR PROPOSALS (“RFP”)
COUNTY OF KAUA’I OFFICE OF ECONOMIC DEVELOPMENT (OED)
KAUAI CULTURAL PROGRAMS & EVENTS GRANT FOR FISCAL YEAR 2024-2025**

APPLICATIONS for funding for the County of Kaua’i’s **Kauai Cultural Programs & Events Grant** will be available at **8am Hawaii Standard Time (HST) on March 4, 2025**. Applications must be received on or before 4:00 p.m. HST on **Thursday April 3, 2025**, via [SMApply](#). Applicants will be notified of funding during the week of April 21, 2025.

The weblink to the application on the [SMApply](#) system can be found here: [Kauai Cultural Programs and Events Grant](#)

We do not accept proposals through US Mail, email, hand delivered 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 May 1, 2025 to April 30, 2026. The intent of the grant program is to support the creation or maintenance of community events, activities and experiences for resident education and enjoyment; support Native Hawaiian cultural programming and/or will support product enhancement and visitor management programs that relate back to the Kauai Destination Management Action Plan goals or other community plan goals related to management of the visitor industry.

A zoom meeting to discuss the RFP will be held on **Tuesday, March 11, 2025 at 03:00 p.m.** Please register for the meeting using the following link: https://us02web.zoom.us/webinar/register/WN_WIY_dqu5TPuOY1DoB2-OXA. You will receive an email with a webinar link after registration.

We will be posting the recorded webinar on <http://www.kauaiforward.com> by **Friday, March 14, 2025**. The deadline for submitting written questions is **Tuesday, March 18, 2025** at 4:30 p.m. via oedgrants@kauai.gov.

Notification of OED’s approval and recommendation for funding will be made the week of **April 21, 2025**.

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 March 4, 2025. 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 Kaaui-Brun
Director, Office of Economic Development

The Garden Island
Publication Date: March 4, 2025

REQUEST FOR PROPOSALS
COUNTY OF KAUAI OFFICE OF ECONOMIC DEVELOPMENT (OED)
KAUAI CULTURAL EVENTS AND GRANTS FOR FISCAL YEAR 2024-2025

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SECTION 1: ADMINISTRATION

The County of Kaua'i'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. The non-profit organization's members of its governing board shall have served without compensation and have no material conflict of interest) for this grant program.

1.01 ELIGIBLE PROJECTS OR ACTIVITIES

Eligible proposals will pitch a project that will support the creation or maintenance of community events, activities and experiences for resident education and enjoyment; support Native Hawaiian cultural programming and/or will support product enhancement and visitor management programs that relate back to the Kauai Destination Management Action Plan goals or other community plan goals related to management of the visitor industry.

1.02 AWARD AMOUNT

OED intends to award grants of **\$5,000-\$15,000** each for different initiatives that align with RFP Project Specifications (see Section 2). Total funding will be no more than \$140,000.

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 Kaua'i. 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 Kaua'i non-profit fiscal sponsor and a project that is based 100% on Kaua'i.
- Non-Profits must have signed, updated by laws 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. In addition, such by-laws must clearly state who is authorized to sign grant applications and contract for funding documents.
- 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 [State of Hawaii 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 Application Link	Tuesday, March 4, 2025, at 8:00am
Zoom Meeting/Webinar to discuss the grant and how to apply. Registration Link is here: https://us02web.zoom.us/webinar/register/WN_WIY_dqu5TPuOY1DoB2-0XA Please register in advance!	Tuesday, March 11, 2025, at 03:00pm
Closing Date for Receipt of Questions	Tuesday, March 18, 2025, at 4:00pm
Department’s Response to Proposers’ Questions – Final Amendments (if any) to RFP	Friday, March 20, 2025, at 4:00pm
Proposal Due Date	Thursday, April 3, 2025, at 4:00pm
Selection / Award Notification	Week of April 21, 2025
Grant Agreement Execution Period	April 21, 2024, to April 30, 2025
Tentative Agreement Commencement Date	May 1, 2025 - April 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 **Tuesday, March 18, 2025, 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 Tuesday, March 18, 2025**, 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 [SMApply](#) Application system will be held at **03:00pm on Tuesday, March 11, 2025**. Click here to register: https://us02web.zoom.us/webinar/register/WN_WIY_dqu5TPuOY1DoB2-0XA

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 Tuesday March 18, 2025**. 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 Tuesday, March 18, 2025**, 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 website (www.kauaiforward.com) for any addendum necessitated by a modification of the RFP after the **Thursday, March 18, 2025, 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 Kaua'i, when it is determined to be in the best interest of OED or the County of Kaua'i.

1.10 CONTRACT PERIOD

Upon award, the contract period will commence on **May 1, 2025, through April 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 [SMApply](#) System. Proposals via mail, email, hand delivery 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. Un-itemized expenses under the “Miscellaneous” budget category must be restricted to \$500 or less. Expenses above this amount must be itemized. Contracts and/or estimates of work should be attached to your proposal and expenses above \$500 must be itemized.

SECTION 2: PROJECT PLAN, PROPOSALS & SPECIFICATIONS

Eligible proposals will pitch a project that will support the creation or maintenance of community events, activities and experiences for resident education and enjoyment; support Native Hawaiian cultural programming and/or will support product enhancement and visitor management programs that relate back to the Kauai Destination Management Action Plan goals or other community plan goals related to management of the visitor industry.

2.01 PROJECT LOCATION

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

2.02 PROJECT SPECIFICATIONS

The purpose of this RFP seeks to fund eligible proposals that pitch a project that will support the creation or maintenance of community events, activities and experiences for resident education and enjoyment; support Native Hawaiian cultural programming and/or will support product enhancement and visitor management programs that relate back to the Kauai Destination Management Action Plan goals or other community plan goals related to management of the visitor industry.

The County of Kauai/OED’s work is guided by the goals and objectives of the [Comprehensive Economic Development Strategic Plan](#), the [Kaua’i General Plan](#) and the [Kaua’i Destination Management Action Plan](#). Tying your project back to one of these plans will afford you extra points during scoring.

All projects, regardless of type, must clearly demonstrate their potential to generate benefit to Kaua’i 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 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.

2.03 PROJECT MATCH REQUIREMENT

There is a match requirement of 10% each for cash and in-kind (Total 20% match) for funds awarded under this program. 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.

- **CASH MATCHING FUNDS (10% Match Requirement):** Cash matching funds are actual cash contributions or direct payments toward project expenses. Matching funds from the applicant that are used for salaries, operating expenses, or other direct cash payments are to be considered cash matches if the salary is paid for project-related time, and the funds must be available and committed at the time of application. Funds that you use to pay for space or materials for the project may also be considered cash. You can also utilize estimated entry fees.
- **IN-KIND MATCHING FUNDS (10% Match Requirement):** In-kind match is a non-cash contribution that is donated or provided for use toward eligible project activities during the project period. This includes any volunteer time, donated products, or donated services. Examples of in-kind match may include any volunteer labor that you employ, including hours volunteered outside of an employee's normal work schedule. You are allowed to use a building or meeting space cost-free, and products or equipment that you are allowed to use for free would also be considered in-kind. Any donated space and donated materials are considered in-kind.

2.04 PROJECT GRANT ADMINISTRATION FEE CAP

Funding for these grants encompasses overhead and administrative costs for approved projects. **A maximum of 10% of the total grant budget can be allotted for grant 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, insurance 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 [SMApply](#) 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 or for preparing and/or submitting their proposal.

2.06 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 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 Kaua'i, State of Hawaii 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.
- The project has already been awarded grant funds from the County of Kaua'i for this program year.

2.07 PROPRIETARY INFORMATION

The 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.

2.08 PROJECT PROPOSAL INFORMATION REQUIRED

A. PROJECT DETAILS

- 1 **Funding Summary** – State the total project amount and break it down between what your grant funding request and all other funds secured for this project.
- 2 **Project Title** – (Maximum 150 Characters)
- 3 **Date(s) of Event(s).**
- 4 **Anticipated Completion Date.**
- 5 **Location of Events.**
- 6 **Project Summary.**
- 7 **Main Project Goal.**
- 8 **Problem/Need that your project will solve or fulfill**
- 9 **Who will benefit from this project and how?**
- 10 **Projects expected Outcomes**
- 11 **Project alignment with goals of RFP**
- 12 **Risks or Challenges relating to your project’s success.**
- 13 **Project Sustainability**
- 14 **Project Goals.** Describe in detail from 2 to 5 Project Goals and Description and how you will track your progress and measure success.
- 15 **Project Personnel.** Describe your project personnel, their roles & job responsibilities.
- 16 **Project Activities** Describe 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 this Grant, please indicate them in the work plan and budget.

17 **Project budget.** Please attach your project budget including all income sources of cash, cash matches and in-kind contributions. Indicate the dollar value in the Budget column. Miscellaneous expenses cannot exceed \$500.00. All expenses over \$500 must be itemized. Contract or Consultant estimate amounts over \$1,000 must be itemized or provide a written estimate.

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 along with ineligible items:

Eligible Expenses	Ineligible Expenses
<ul style="list-style-type: none"> • Accounting & Audit Costs • Advertising • Brochures • Contracts with itemized expenses • Collateral materials • Equipment rental • Facility rental if the cost is reasonable compared to other rentals in the area. • Grant Administration fees (limited to 15%) • Personnel costs (including salaries needed to complete the project activities including project directors, managers, coordinators or project staff) • Postage • Posters • Printing • Products • Public relations • Salary and wages – all other (at prevailing wages for work that is done on or on behalf of the project) • Security • Shipping • Some consultants service • Supplies and materials • Some travel 	<ul style="list-style-type: none"> • Contributions and donations • Equipment purchases that are not directly related to this project. • Fundraising • Indirect expenses • Organizational start up plans. • Purchase of alcohol. • Proposal preparation expenses (Grant writing, etc.). • Purchase of Real Estate • Purchase of automobiles, ATVs, Quads, 4-wheelers, and boats • Some Travel Expenses • Real Estate Expenses • Subgrants or re-grants • Costs for salaries/positions that are not directly related to this project application. • Activities that are not completed within the project period. • Building, renovation, maintenance of facilities, or other capital expenditures. • Un-itemized miscellaneous or contract costs above \$500.

<ul style="list-style-type: none"> • Website development or enhancement <p>NOTE: Personnel costs (all project related positions including Project Manager/Coordinator, Project Administrator, Project Assistant and project staff) 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.</p>	<p>If you have any questions about whether an expense is allowable or not, please contact us at oedgrants@kauai.gov</p>
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B. ORGANIZATIONAL INFORMATION REQUIRED ATTACHMENTS:

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

- Non-Profit Organizational Information including mission.
- IRS 501(c)(3) determination letter
- DCCA COGS Certificate (Certificate of Good Standing)
- Most recent Profit & Loss statement.
- Operating Budget for 2025.
- HCE Compliance Notice (not required to apply but must be compliant prior to funding)
- List of the Board of Directors and/or leadership including names, titles and affiliations.
- Signed Bylaws and/or policies that are signed that show:
 - A statement from the Organization affirming that the members of its governing board have no material conflict of interest and serve without compensation.
- Corporate Resolution that authorizes the person listed on the Grant application is allowed by the Organization to sign the Grant Agreement (unless specifically stated in the SIGNED By-laws).
- Letters of Recommendation and Support (not required but always welcome).

2.10 PROPOSAL SUBMISSION INSTRUCTIONS

Applicants are required to submit their proposals through the [SMApply](#) System. Proposals must be received

on or before 4:00 p.m. Hawaii Standard Time on Thursday, April 3, 2025. Proposals received after the deadline or not via the [SMApplly](#) system will not be considered. After the award, all proposals shall be made public information.

SECTION 3: EVALUATION CRITERIA

This RFP shall be evaluated and awarded through a Three (3) phase process. A scoring system will be utilized to maximize the objectivity of the evaluation. Scoring is intended to help the committee sort and assess proposals to assist in the 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: 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

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 organization's leadership diverse? Is the organization's general structure and program aligned with its mission?	25

<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 people’s 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? • Organization includes a diverse set of leaders including board members and staff. 		
<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. • 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. 	15	
<p>Special Focus</p> <ul style="list-style-type: none"> • Project directly aligns with one or more of Kaua’i County Goals outlined in links to attachments in the RFP. 	10	
<p>Project Proposal</p> <ul style="list-style-type: none"> • Provides complete descriptions and time estimates of the project activities, goals, 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. • Clearly states the economic benefit(s) a project will have on Kauai and/or Niihau. • 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 or has a plan to be 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 <i>including quotes, bids and estimate details</i> • 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	
TOTAL POSSIBLE POINTS		100

PHASE 3 – FINAL PROPOSAL EVALUATION

In Phase 3, a final evaluation of all projects will commence and shall be based on the secondary review of each proposal using the Proposal Review Criteria. Scoring is intended to help the committee 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 the submission 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 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 the 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 authorized 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 Kaua'i. 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 [SMApply](#) 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 and all 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 through the [SMAApply](#) system. Department funding must be acknowledged in this report and in all other publications based on the project results. Interim reports will be required by 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 grant 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 grant manager and turn in an updated timeline and explain the timeline difference. During the project period, the sector grant 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.

4.06 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