



HAWAI'I COMMUNITY FOUNDATION
Amplify the Power of Giving

2019 Request for Proposal (RFP)

Hawai'i Tobacco Prevention and Control Trust Fund

COMMUNICATIONS PROGRAMS TO:

- 1) PROMOTE THE HAWAI'I TOBACCO QUITLINE
- 2) PREVENT USAGE OF ELECTRONIC SMOKING DEVICES BY HAWAII'S YOUTH

Online Application Deadline: Friday, November 1, 2019, 5:00 P.M. (HST)

SEPTEMBER 2019
HAWAI'I COMMUNITY FOUNDATION
HONOLULU, HAWAI'I

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This RFP contains 35 pages

NOTICE TO APPLICANTS

Request for Proposal

Proposals are sought for a vendor to develop and implement two separate coordinated marketing programs for the Hawai'i Tobacco Prevention and Control Trust Fund. The initial contract will be for TWELVE (12) months from January 1, 2020 to December 31, 2020, with optional renewals through June 30, 2024. The anticipated annual budget will be \$1.5 million (\$1,500,000.00).

RFP Availability

A copy of the Request for Proposal (RFP) is available on the Hawai'i Community Foundation website: <https://www.hawaiicomunityfoundation.org/tobacco-control>.

Deadline

Completed proposals must be received no later than **Friday, November 1, 2019, 5:00 P.M. Hawai'i Standard Time**. Proposals received after that deadline will not be accepted.

Schedule for Decision

The estimated date for a selection decision is mid-December, 2019.

1. INTRODUCTION

1.1 PURPOSE OF THE RFP

The purpose of this RFP is to contract for the services of a vendor to design and implement two separate and coordinated communications programs:

1. Promote the use of the Hawai'i Tobacco Quitline (HTQL) to help tobacco users quit.
2. Prevent the initiation of ESD use by Hawai'i youth under age 18.

Tobacco use is a serious health problem in the State of Hawai'i. It causes more preventable disease, death and disability than any other health issue in the state. Currently in Hawai'i, the adult combustible cigarette smoking prevalence rate is 12.8%.¹ There are still over 136,400 adult smokers in Hawai'i. Each year, it is estimated that 1,400 Hawai'i residents die from tobacco-related causes and the costs of medical care for tobacco-related diseases exceeds \$526 million annually.²

¹ State of Hawai'i Behavioral Risk Factor Surveillance System. See, http://ibis.hhdw.org/ibisph-view/query/result/brfss/Smoke3Cat/Smoke3CatCrude11_.html

² For an overview, see: <https://health.hawaii.gov/tobacco/files/2018/03/tobaccopolicy.pdf>

In addition, usage of electronic smoking devices (ESDs)³ by youth has rapidly increased in Hawai‘i, so that the current statewide user rate for high school is the second highest, and for middle school is the highest in the nation. Some neighbor island current user and ever tried rates are significantly above the overall state rates (see Table 1.1). There is anecdotal evidence of ESD use by 2nd and 3rd grade elementary school students in our state and a growing body of research documents a variety of youth health risks caused by nicotine and other inhaled ingredients from ESDs.

Table 1.1. Youth Current and Ever Tried Rates, High School and Middle School, YRBS, 2015, 2017⁴

Grade level	Current use⁵		Ever Tried	
Middle School	2015	2017	2015	2017
State	15.7	15.7	26.3	27.0
Hawaii	15.7	23.0	28.4	35.8
Honolulu	15.4	13.4	25.3	23.8
Kauai	12.9	18.5	24.9	30.0
Maui	18.0	18.3	29.6	32.1
High School				
State	25.1	25.5	45.1	42.3
Hawaii	29.5	34.1	48.7	49.6
Honolulu	23.4	22.0	43.2	39.0
Kauai	18.1	31.3	45.1	45.3
Maui	32.5	32.3	51.6	50.7

1.2 ORGANIZATIONAL BACKGROUND

Funding for this proposal comes from the Tobacco Prevention and Control Trust Fund (Trust Fund) through the Master Settlement Agreement between the tobacco industry and the State of Hawai‘i. Under Hawai‘i Revised Statutes §328L-5, a portion of the settlement funds is allocated to the Trust Fund to support prevention and control of tobacco use, including ESDs, in the state as a public health goal. The Hawai‘i State Department of Health (DOH) is the oversight agency for the Trust Fund.

The Trust Fund is administered by the Hawai‘i Community Foundation (HCF) under a contract with DOH as one component of a statewide comprehensive tobacco control strategy. HCF is contracted to manage investment of Trust Fund assets and administer various vendor contracts and community grants until June 30, 2024.

Once the RFP selection process is completed and a contract is executed between HCF and the Contractor, HCF will be responsible for fiscal administration of the contract. Oversight and direction of the design and implementation of both contracted communications programs will be the responsibility of the Chronic Disease Prevention and Health Promotion Division of DOH, including

³ “‘Electronic smoking devices’ means any product that can be used to aerosolize and deliver nicotine or other substances to the person inhaling from the device, including but not limited to an electronic cigarette, electronic cigar, electronic cigarillo, or electronic pipe, and any cartridge or other component of the device or related product.” Hawai‘i Revised Statutes (H.R.S.) §712-1258(7). “‘Tobacco product’ means tobacco in any form, including an electronic smoking device, cigarettes, cigars, snuff, and chewing tobacco, that is prepared or intended for consumption by, or the personal use of, humans.” H.R.S. §321-211. For purposes of this RFP, the term ESDs should be interpreted broadly to include all electronic devices that contain nicotine and other substances, both currently existing and created in the future, and are commonly referred to as e-cigarettes, mods, or vapes.

⁴ Hawaii Health Data Warehouse Indicator Based Information System, DOH, Hawai‘i Youth Risk Behavior Survey, http://ibis.hhdw.org/ibisph-view/query/selection/yrbs/_YRBSSelection.html

⁵ “Current use” means use of an ESD at least one day during the previous 30 days.

the Tobacco Prevention and Education Program (TPEP). The Project Manager responsible for overseeing and directing the communications contract work is Ms. Lola Irvin, Administrator, Chronic Disease Prevention and Health Promotion Division of DOH, or her designee. DOH/TPEP oversees and directs the vendor operating the Hawai‘i Tobacco Quitline.

1.3 PROGRAM GOALS

HTQL Promotion. Hawai‘i has made great strides in establishing a social norm so fewer than one in seven adults are regular smokers. However, these improvements have not been felt equally across our communities. The current 2016-2020 Hawai‘i Strategic Plan for Tobacco Use Prevention and Control⁶ prioritizes high-prevalence populations that are at greatest risk for tobacco use. These are the target populations for HTQL promotions under this RFP.⁷ The Contractor will work under the direction of DOH/TPEP to design and implement the HTQL communication program for the Trust Fund. The major goals of the HTQL communication program are:

- Promote the HTQL through mass media, non-mass media, and digital/social media to effectively reach tobacco users in high-prevalence populations (Native Hawaiians, persons with mental health or substance abuse disorders, the lesbian, gay, bisexual, and transgender (LGBT) communities, persons with low socio-economic status, and youth) and achieve an increase in HTQL enrollment by 5% in each high-prevalence population group during the full 4.5-year term of the contract including renewals.
- Promote the HTQL services to health care providers and other community organizations and achieve an increase in HTQL referrals and enrollments via referrals by 10% during the full 4.5-year term of the contract including renewals.

Youth ESD Prevention. Smoking prevalence rates for Hawai‘i high school youth have dropped from 29.2% in 1997 to 8.1% in 2017.⁸ This significant improvement is now being threatened by youth initiation and usage of ESDs that are addicting a new generation to nicotine. The rapid increase mirrors national trends described as an “epidemic” by the Surgeon General of the United States.⁹ Despite the 2015 enactment of a Hawai‘i state law prohibiting the sale of tobacco products, including ESDs, to persons under age 21, youth access to ESDs continues virtually unabated.

Nicotine is a highly addictive substance. Many ESD products deliver nicotine to the user’s lungs at much higher concentrations than smoking combustible cigarettes. Nicotine adversely affects development of the adolescent brain and can increase risk for abuse of other addictive substances,

⁶ The 2016-2020 Plan can be found at: <https://health.hawaii.gov/tobacco/files/2013/04/2016TobPlanR.pdf>

⁷ The next Strategic Plan for Tobacco Use Prevention and Control is under development at the time of this RFP. Although the details and strategic direction of the Plan have not been established yet, reported prevalence rates for the priority populations remain well above the state average. Thus, continued prioritization of these populations appears likely. In addition, the rapid increase in youth usage of ESDs at rates much higher than adult usage makes it likely that youth will be added as a priority population in the next Strategic Plan for prevention purposes. Should any of these priorities change in the final version of the next Strategic Plan, the target populations in the contract awarded from this RFP, including renewals, may be amended accordingly.

⁸ Hawai‘i Youth Risk Behavior Survey 2017, Department of Health.

⁹ See, Surgeon General’s Advisory on E-Cigarette Use Among Youth: <https://e-cigarettes.surgeongeneral.gov/documents/surgeon-generals-advisory-on-e-cigarette-use-among-youth-2018.pdf>

and nationally, 30% of regular users reported using THC.^{10,11} Youth who are using ESDs have a higher risk of transitioning to combusted tobacco (cigarettes) compared to youth who do not use ESDs.¹² A growing body of research is documenting other youth health risks caused by nicotine and the other inhaled ingredients from ESD.¹³

Unlike the laws strictly controlling marketing of other tobacco products to youth, currently there is no legal restriction on marketing of ESDs to youth. Manufacturers and retailers aggressively market ESD products to youth through digital and social media, radio, print media and other channels. Many ESD products are flavored and packaged to attract youthful users, and 26% of Hawai‘i youth have reported that the availability of flavors is a reason they use ESDs.¹⁴ Many young people in Hawai‘i and their parents are unaware that ESDs contain nicotine and may believe that the products are safe to use.¹⁵ Currently in Hawai‘i, information or counter-marketing to present the facts about ESDs to youth and to discourage youth initiation is not generally available.

The target population for the youth ESD prevention program under this RFP is Hawai‘i youth under age 18, with emphasis on youth who are not using ESDs or who have only experimented, to prevent them from becoming regular users.¹⁶ The major goals of the youth ESD prevention program are:

- By the end of the first contract year, deliver messages that reach at least 50% of middle and high school youth on all islands. The applicant should document its methodology for calculating this goal, and its data source for the denominator.
- If the contract is renewed, then by the end of the second contract year, reduce the ESD “current use” prevalence rates for middle and high school youth below the 2017 rates (Middle school: 15.7%. High school: 25.5%). Targets for any subsequent renewed contract years will be established depending on the results from the first and second years.
- Secondary goal: Using created youth-targeted messages delivered through media more commonly accessed by adults, raise awareness about the risks of youth ESD use among parents of under-18 youth and other adult influencers. The applicant should document its strategy for achieving this goal, propose a methodology for measuring progress, and identify data sources to be used.

2. CURRENT PROGRAMS

2.1 OVERVIEW

¹⁰ See, for example, Fact Sheet on Youth and Smoking, Surgeon General’s Report on Smoking and Health:

https://www.cdc.gov/tobacco/data_statistics/sgr/50th-anniversary/pdfs/fs_smoking_youth_508.pdf

¹¹ Trivers, Katrina F., Elyse Phillips, Andrea S. Gentzke, Michael A. Tynan, and Linda J. Neff. “Prevalence of Cannabis Use in Electronic Cigarettes Among US Youth.” *JAMA Pediatrics* 172, no. 11 (November 1, 2018): 1097–99. <https://doi.org/10.1001/jamapediatrics.2018.1920>.

¹² Berry, Kaitlyn M., Jessica L. Fetterman, Emelia J. Benjamin, Aruni Bhatnagar, Jessica L., Barrington-Trimis, Adam M., Leventhal, and Andrew Stokes. “Association of Electronic Cigarette Use with Subsequent Initiation of Tobacco Cigarettes in US Youths.” *JAMA Network Open* 2, no. 2 (February 1, 2019): e187794–e187794.

<https://doi.org/10.1001/jamanetworkopen.2018.7794>.

¹³ See, for example: https://www.cdc.gov/tobacco/basic_information/e-cigarettes/index.htm

¹⁴ Hawaii Youth Tobacco Survey 2017, Department of Health.

¹⁵ Hawaii Youth Tobacco Survey 2017, Department of Health.

¹⁶ Other messages and resources are needed for youth who already regularly use ESDs and/or are addicted to nicotine, including cessation assistance, which is outside the scope of this program but may be addressed in the HTQL promotion program.

The Trust Fund supports programs in tobacco cessation, prevention, education/advocacy, and health communications, with the goal of reducing tobacco-related disease and death in Hawai‘i. These programs follow the Centers for Disease Control and Prevention (CDC) Best Practice Guidelines for states in developing comprehensive tobacco prevention and control programs and the CDC Outcome Indicators for Tobacco Control. In addition, the Trust Fund activities align with the work of the DOH and other organizations to implement the current statewide 5-Year Strategic Plan for Tobacco Prevention and Control in the following priority goal areas:

- Reduce tobacco-related disparities in population groups in Hawai‘i with the highest prevalence rates for tobacco use.
- Prevent the initiation of tobacco use by youth and young adults.
- Promote quitting among adults and youth.
- Eliminate exposure to secondhand smoke.

1. **Tobacco Cessation Programs.** An important component of Hawai‘i’s comprehensive tobacco control programs is the Hawai‘i Tobacco Quitline (HTQL), a statewide tobacco cessation service started in 2005. The HTQL provides a range of free services for tobacco users, health care providers, and non-tobacco users hoping to assist family and friends. Tobacco users contact the HTQL through a toll-free telephone number (1-800-QUIT-NOW), through the HTQL website (www.hawaiiquitline.org), and through fax referrals from healthcare providers and community organizations. HTQL clients include tobacco users from the high-prevalence populations, who self-identify in the HTQL intake process. For tobacco users who are ready to quit, HTQL services include proactive multiple call telephonic coaching, providing free nicotine replacement therapy (patches, lozenges, and gum), and text and web-based support. The HTQL is operated by a vendor, Consumer Wellness Solutions, Inc., a subsidiary of Optum.

The HTQL’s work is complemented by the Cessation Grant Program of the Trust Fund, which issues multi-year grants to community organizations to provide free cessation services for tobacco users who are ready to quit but prefer in-person coaching. The current cessation grant program is focused on services to high-prevalence populations in accordance with the DOH 2016-2020 Strategic Plan. The HTQL and the Cessation Grant Program are being evaluated by an independent evaluation firm that assesses the results and effectiveness of each program separately and in the aggregate. Evaluation results are provided to DOH, HCF, the HTQL, and the Cessation Program grantees.

The cessation services of the HTQL and the Cessation Grant Program utilize the well-established evidence-based transtheoretical model of health behavior change to help tobacco users move through the six stages of change: pre-contemplation, contemplation, preparation (determination), action, maintenance, and termination (Prochaska and DiClemente). Research and evidence-based methods of achieving health behavior change continue to evolve. For example, Peer Crowds and Social Branding are two new effective strategies that can be adapted to local communities.

2. **Prevention Programs.** In the past, the Trust Fund supported various community prevention grant programs mostly focused on preventing Hawai‘i youth from starting to smoke tobacco. In 2016, in response to the emerging youth ESD epidemic, the Trust Fund created a new youth prevention grant supporting the creation and distribution of youth-driven messages to prevent initiation of ESD use by middle and high school youth in Hawai‘i.
3. **Education and Advocacy Programs.** The Trust Fund has supported a public education and

advocacy program for many years. The program’s long-term goals have been to raise public awareness about the risks of tobacco use and to advocate for policies that support public health goals to reduce consumption of tobacco in Hawai‘i and reduce tobacco-related disease and death among Hawai‘i’s people. It has had a leading role in many major tobacco-related policy changes for Hawai‘i. The program supports a statewide Coalition for a Tobacco-free Hawai‘i and a Youth Council with chapters in all counties.

4. **Health Communications Program.** In conjunction with support for the HTQL, the Trust Fund has supported a health communications program to promote the HTQL by raising public awareness of its services and generating interest in enrolling. The Trust Fund currently supports a health communications contract to promote the HTQL through December 31, 2019. Through this RFP, the Trust Fund seeks to continue promoting the HTQL while expanding the scope of health communications to include a youth ESD prevention program.

2.2 RESOURCES

The following partial list of published resources (Table 2.2) is a starting point for locating information that may be helpful in understanding contract expectations and designing the proposal.

Table 2.2: List of resources

Publication	Source	Website	Description
5 Year Strategic Plan for Tobacco Use Prevention and Control, 2016-2020	Hawai‘i State Department of Health, Chronic Disease Prevention & Health Promotion Division	https://health.hawaii.gov/tobacco/files/2013/04/2016TobPlanR.pdf	The current Hawai‘i statewide comprehensive tobacco control plan
HTQL website	Hawai‘i Tobacco Quitline	http://hawaiiquitline.org/	HTQL services and information
Best Practices for Comprehensive Tobacco Control Programs, 2014	Centers for Disease Control and Prevention, U.S. Department of Health and Human Services	https://www.cdc.gov/tobacco/stateandcommunity/best_practices/pdfs/2014/comprehensive.pdf	Guidelines on components of comprehensive tobacco control program
Behavioral Risk Factor Surveillance System Summary/Tobacco Use	Hawai‘i State Department of Health	http://hhdw.org/health-reports-data/data-source/brfss-reports/tobacco-use/prevalence/	Annual health survey conducted by Hawai‘i State Department of Health
Reach of Quitlines	North American Quitline Consortium (NAQC)	http://www.naquitline.org/?page=reachofql	List of resources on reach for quitlines

Media Campaign Resource Center	Centers for Disease Control and Prevention	https://www.cdc.gov/tobacco/multimedia/media-campaigns/index.htm	Media guidelines and sample media for promotion of cessation and quitlines
Hawai'i Coordinated Chronic Disease Framework	Hawai'i State Department of Health	http://health.Hawai'i.gov/chronic-disease/files/2014/09/CDFrameworkLR.pdf	DOH public health framework for tobacco control

3. SCOPE OF WORK

3.1 PROGRAM DESIGN AND GOALS

1. **HTQL Promotion.** Based on the 2016-2020 Strategic Plan, the Contractor will work with DOH to develop an overall HTQL communication program that includes but is not limited to “How to Quit” and “Why to Quit” campaigns to market the HTQL to smokers in high-prevalence populations who are in the “ready to quit” (preparation/determination) stage of change. The overall HTQL communication program design and goals are described in Table 3.1.1.

Table 3.1.1: HTQL Communication Program Design and Program Goals

Purpose	Promote the use of the Hawai'i Tobacco Quitline to achieve an overall promotional reach of 2% of all smokers in Hawaii.
Target	Tobacco users in high-prevalence populations identified in the 2016-2020 DOH Strategic Plan (Native Hawaiians, persons with mental health and substance abuse disorders, the lesbian, gay, bisexual, and transgender (LGBT) communities, and persons with low socio-economic status). ¹⁷
Messaging	How to Quit; Why to Quit; others to be determined by DOH. (During the development of new messaging, Contractor will continue to disseminate existing messages from the 2019 HTQL promotion campaign as directed by DOH.)
Impact	1) Increase the number of calls to the HTQL and enrollments through the HTQL website by 5% from each high-prevalence population group during the full 4.5-year term of the contract including renewals. 2) Increase the number of HTQL enrollments via referrals from health care providers and community organizations by 10% during the full 4.5-year term of the contract including renewals.
Secondary Impact	1) Increased HTQL quit attempts by tobacco users in high-prevalence population groups. Increased HTQL quit attempts by tobacco users referred by health care providers and community organizations
Short term outcome	5% increase in awareness of the HTQL among tobacco users in the high-prevalence population groups in each contract year.

¹⁷ The HTQL primarily serves adult smokers. It recently added services to youth ages 13-17 in response to increasing requests for assistance for youth who have become nicotine dependent and want to quit. Youth services are limited to counseling only, as the provision of nicotine replacement therapies (nicotine patches, gum, or lozenges) and prescription medications for cessation has not been medically tested or authorized for youth under age 18. HTQL promotional materials can include information about HTQL cessation services for youth, but it must include accurate descriptions of the limited scope of those services. Should new cessation methodologies for youth be tested and approved during the term of the contract and adopted for use by the HTQL, the content of HTQL promotional messaging to youth should be updated accordingly.

Applicants are asked to submit a proposal that implements the HTQL promotion strategy to achieve the stated outcomes. The proposal should clearly explain how current evidence-based models of health behavior change or the results of the Applicant’s own formative research will be utilized in the implementation. The proposal should show how the program is developed; the resources required; the costs associated; and the results anticipated during the first contract year ending December 31, 2020 and for possible subsequent contract renewals up to June 30, 2024.

2. **Youth ESD Prevention**. The Contractor will work with DOH to develop an overall communications program focused on youth ESD prevention. Program design and goals are described in Table 3.1.2.

Table 3.1.2: Communications Program for Youth ESD Prevention; Design and Program Goals

Purpose	Prevent the use of ESDs by Hawai‘i youth under age 18.
Target	Hawai‘i youth under age 18 who are not using ESDs or who have only experimented, to prevent them from becoming regular ESD users.
Messaging	Identify existing messages and test in Hawai‘i to create tailored, effective, culturally and geographically relevant messages for youth in Hawai‘i.
Impact	<ol style="list-style-type: none"> 1) <u>Short-term</u>: By the end of the first contract year, distribute messages that reach at least 50% of middle and high school youth on all islands. The applicant should document its methodology for calculating this goal, and its data source for the denominator. 2) <u>Long-term</u>: If the contract is renewed, by the end of the second contract year, reduce the ESD “current use” prevalence rates for middle and high school youth below the 2017 rates (Middle school: 15.7%. High school: 25.5%). Targets for any subsequent renewed contract years will be established depending on the results from the first and second years.
Secondary Impact	Raise awareness and understanding of the facts about ESDs among parents and other adult influencers of Hawai‘i youth under age 18. The applicant should document its strategy for achieving this goal, propose a methodology for measuring progress, and identify data sources to be used.

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Applicants are asked to submit a proposal that implements the youth ESD prevention strategy to achieve the stated outcomes. The proposal should clearly explain how current evidence-based models of health behavior change or the results of the Applicant’s own formative research will be utilized in the implementation. The proposal should show how the program is developed; the resources required; the costs associated; and the results anticipated during the first contract year ending December 31, 2020 and for possible subsequent contract renewals up to June 30, 2024.

3.2 PROGRAM TIMELINE

The components of both communications programs are cyclical:

Planning Stage: Research is conducted and/or used in this stage to develop a workable strategy and plan for the program term.

Message and Materials Development: Using the plan drafted in the Planning Stage, mock-up materials, storyboards, etc., are drafted and readied for the pretesting stage.

Pretesting Stage: Involves using research methods to test messages and materials and method(s) of delivery to the target audiences to determine what works best to accomplish the program objectives.

Implementation Stage: Once pretested, the materials are finalized and fully produced during this stage and then released to the target audience. Whenever possible, near-final testing should be utilized on all materials before they are released to the public.

Evaluation and Feedback Stage:

- **For HTQL promotion.** Current HTQL data collection and outcome monitoring and evaluation (i.e., calls to the HTQL and website enrollments, HTQL quit attempts, quit rates, satisfaction, and increased awareness of the HTQL) will continue to be provided by the independent evaluator of the HTQL. Data and results will be regularly analyzed and presented by the evaluator to DOH. Based on the evaluation, if DOH determines that changes are necessary to the program work plan or strategy, the Contractor will be expected to make the appropriate adjustments.
- **For youth ESD prevention.**
 - Since this program is new, program evaluation and feedback methods will be developed as part of program development with an independent evaluator. Once the evaluation methodology is developed, data and results will be regularly analyzed and presented by the evaluator to DOH. Based on the evaluation, if DOH determines that changes are necessary to the program work plan or strategy, the Contractor will be expected to make the appropriate adjustments.
 - The Contractor is required to cooperate and share data and data collection methodology that is specifically collected or specially acquired for the performance of the Contract with the independent evaluator.

Applicants are encouraged to propose work plan timelines that reflect this cycle for each

program and to explain how the timelines achieve each program’s goals during the initial one-year term of the contract and during possible subsequent contract renewals up to June 30, 2024. Work on both programs will occur simultaneously but the timing of cycle components for each program can be independent. Because existing messages from the 2019 HTQL promotion campaign can continue to be delivered by Contractor while new HTQL promotional messages are being developed, and because no messages exist for the Youth ESD Prevention program, the new Youth ESD Prevention messages are a priority and should be completed and delivered first.

3.3 PROGRAM DELIVERABLES

Applicants are encouraged to develop detailed components of the program goals for the initial 12-month term of the contract and for possible subsequent contract renewals up to June 30, 2024, and deliverables consistent with those goals.

1. **HTQL Promotion.** Proposed deliverables for HTQL Promotion should follow the guidelines in Table 3.3.1:

Table 3.3.1: Deliverables for HTQL Promotion

Deliverables	Deliverable Components
Marketing Plan	<ul style="list-style-type: none"> – Conduct formative research to determine the best modes of communication, creative content, and recommended promotional activities. – Detailed marketing plan developed from the formative research. – Detailed budget and budget narrative. – Work plan and timeline with detailed steps to achieve each activity. – Media schedule that achieves at least 2-for-1 PSA value. Should include a mix of media outlets such as social and digital media, and radio, and TV is optional. The mix should be selected for optimum cost-effective reach to achieve program goals – Messages based on evidence-based models of behavior change and evidence-based promotion of quitlines to the high-prevalence
Multi-media, marketing program that promotes the use of the HTQL	<ul style="list-style-type: none"> – Communications materials and activities executed according to Marketing Plan.

2. **Youth ESD Prevention.** Proposed deliverables for Youth ESD Prevention should follow the guidelines in Table 3.3.2:

Table 3.3.2: Deliverables for Youth ESD Prevention

Deliverables	Deliverable Components
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Marketing Plan	<ul style="list-style-type: none"> – Conduct formative research to determine the best modes of communication, creative content, and recommended youth engagement and/or prevention and awareness building activities. – Detailed marketing plan developed from the formative research. – Detailed budget and budget narrative. – Work plan and timeline with detailed steps to achieve each activity. – Media schedule that achieves at least 2-for-1 PSA value, should include a mix of media outlets that include social and digital media placements, and TV and radio, selected for optimum cost-effective reach to achieve prevention goals. – Messages based on evidence-based models of behavior change
Multi-media program	<ul style="list-style-type: none"> – Communications materials and activities executed according to Marketing Plan.

3.4 ASSESSMENT GUIDELINES FOR DELIVERABLES

Assessment of deliverables for both programs submitted by the Contractor will include the following criteria:

- Plans effectively utilize published evidence-based best practices or the results of Applicant’s own formative research.
- The Project Manager or designated representative deems final deliverables satisfactory.
- Proposed timelines are realistic and allow for enough time for input from the Project Manager and/or designated representative.
- Activities and messages are culturally and geographically appropriate for Hawaii’s audiences.
- Plans effectively target high-prevalence populations identified in the Strategic Plan for HTQL promotion, and effectively target youth audiences for ESD prevention.
- Materials are tested with target audiences and shown to be effective.
- Media buying and creative execution strategies effectively target 1) high-prevalence populations, healthcare providers and community organizations for HTQL promotion, 2) Hawai‘i youth under age 18 on all islands for ESD prevention, and 3) maximize the use of PSAs for both programs.
- Budgets are reasonable and consistent with proposed activities.
- Reporting and meetings are timely and consistent, based on work plan.
- Activities meet program benchmarks in the work plans and schedules.

3.5 OTHER CONSIDERATIONS

Proposals that utilize and adapt the Peer Crowds and Social Branding strategies to the target populations of Hawai‘i are encouraged. In general, these strategies require analysis of the social groups that target populations identify with, identification of the influencers within those social groups, and strategies to reach influencers and persuade them to become spokespersons. Grant funds will only support research on strategies to be applied to the target populations in Hawai‘i.

While the work plans, timelines, and deliverables for both programs are intended to assist DOH and the

Contractor with project implementation, Applicants should build flexibility into their plans to align with tobacco control events and opportunities (both planned and unplanned) that may occur during the contract term. Applicants are encouraged to show how they will provide for such contingencies.

For HTQL promotion only:

- The HTQL vendor has the responsibility to provide cessation treatment services that meet the projected promotional reach targets and to maintain those services throughout the year. In that regard, both DOH and the HTQL vendor will be coordinating the staffing of HTQL cessation treatment services with marketing program schedules. In addition, DOH and the HTQL vendor will coordinate the content and design of the HTQL’s telephonic and website customer service interfaces for the enrollment process with the content and design of HTQL promotion messaging to provide a seamless experience for customers in targeted high-prevalence populations.
- The existing HTQL communications contract is due to expire on December 31, 2019. The transition of services to a new contract will be coordinated by DOH, including the transition of materials and web services as needed. In addition, the existing HTQL communications contractor will be responsible for all paid media broadcast in 2019.

For Youth ESD Prevention only: Applicants are encouraged to leverage existing youth ESD prevention resources, including both national (e.g., the Truth Initiative) and local (e.g., 808NoVape, Youth Council) resources, in the development of their proposed contract activities.

3.6 PROPOSAL BUDGET

Applicants should provide budget estimates for each component of both programs. Applicants can allocate the budget to meet the stated program goals, with the understanding that contract payments will be made upon approval of satisfactory deliverables. The total budget presented should be not more than \$1.5 million for the initial 12-month contract term. Proposed conceptual budgets for subsequent renewed contract terms are optional.

3.7 DESIGN AND MATERIALS

All creative content, designs, ads and collateral materials in all formats (“Contract Products”) that are developed under the contract shall be the exclusive property of DOH, which shall own and control all intellectual property and media rights for the Contract Products, including talent releases, so that all Contract Products may be used by DOH in other media programs during and after the contract term without dispute and without further compensation, fees, royalties, or other costs to Contractor, its subcontractors (if any), or to any talent hired by Contractor. All Contractor management and staff, subcontractors, and hired talent shall be notified in writing regarding the terms of this paragraph.

3.8 ADDITIONAL CONTRACTOR RESPONSIBILITIES

- Under the direction of DOH, participate in or provide input for a communications steering committee to be formed by DOH and HCF at the commencement of this contract. The steering committee will provide coordinated oversight of all tobacco prevention and control messaging supported by the Trust Fund to promote good communication, effective decision-making, consistency of strategy and messaging, use of evidence-based best practices, coordinated problem-solving, and overall effective results among all participants. Meetings will be at least quarterly and possibly more often as needed; staff time for these meetings

should be included in the proposed budget.

- Promotion of HTQL services to health care providers and other community organizations will include fulfillment of orders for HTQL promotional materials requested by participating providers and organizations. This service will include, without limitation, printing, ordering, and storage of promotional materials inventory, processing and shipping orders, and tracking all transactions.
- Maintain and monitor web services and associated recurring costs.
- Manage and monitor subcontractors (if any) and assure subcontractor work is coordinated, timely, effective, and their costs are itemized.
- Provide periodic reports to update the work plan and budget or as requested by the Project Manager or designee.
- Provide detailed invoicing materials to include all supporting documentation on a timely basis.
- Provide timely responses to questions or requests for additional information about invoices.
- Provide written requests for budget modifications prior to expenditures.

3.9 ROLE OF DOH

- Provide program oversight and Contractor guidance.
- Provide Contractor with guidance regarding participation or input to the communications steering committee.
- Negotiate and approve the work plan and budget.
- Assist the Contractor with the communications strategies.
- Train the Contractor on invoice review and management procedures.
- Review and approve all work plan and budget modifications.
- Assist the Contractor with linkages to other Trust Fund and community programs.
- Review and recommend approval or disapproval of all Contractor invoices and notify HCF of the recommendation.
- Notify the Contractor of invoice discrepancies.
- Provide feedback on Contractor's performance.

3.10 ROLE OF HCF

- Execute the contract for services and subsequent amendments, if any.
- Provide fiscal management of the contract, including final approval, disapproval, and payment of invoices, monitoring budgets and expenditures, and informing DOH of contract financial status.
- Assist the Contractor with linkages to other Trust Fund and community programs.

3.11 TERM OF AGREEMENT

The Agreement for Services shall commence on January 1, 2020 and shall be in effect for TWELVE (12) months, expiring on December 31, 2020 unless renewed. The contract term may be renewable up to June 30, 2024 upon mutual agreement of DOH, HCF, and Contractor. The contract is subject to availability of funding through the Trust Fund.

4. PROPOSAL REQUIREMENTS

4.1 PROPOSAL FORMATTING REQUIREMENTS

Proposals should follow the formats listed below:

- Proposal Letter (see Appendix A).
- Proposal Narrative (see Appendix B-1).
- Additional documents:
 - Logic Model (see Appendix B-2).
 - Work Plan Timeline (see Appendix B-3).
 - Staff and Subcontractor Allocations (see Appendix B-4).
 - Media Schedule and Buy (no template).
 - Budget Forms (see Appendices B-5 and B-6).

The proposal narrative shall not exceed THIRTY (30) pages, 1.5 line spacing. Appendices are not counted towards the page limit.

4.2 CONTENT OF PROPOSAL

Describe in detail how the Applicant plans to perform TWELVE (12) months of work for both programs, utilizing the forms provided in the Appendices as templates or reasonable adaptations of those forms. The proposal should address all Proposal Review Criteria listed below in Section 5.1.1.

4.3 SUBMISSION OF PROPOSAL

Applicants should submit proposals and all supplemental material as a single PDF document attached to an email addressed to Tom Matsuda, Program Director at tmatsuda@hcf-hawaii.org. Applicants wishing to submit media samples (video or audio files, images, etc.) may include them as attachments or links in the same email using commonly accessible formats. **Proposals must be received no later than 5:00 P.M. Hawai'i Standard Time on Friday, November 1, 2019.** Any proposal received by HCF after this deadline will not be accepted. Submitted proposals that fail to comply with all requirements set forth in this RFP can be disqualified.

4.4 QUESTIONS ABOUT RFP

Questions about the RFP should be submitted by email only to Tom Matsuda, Program Director, at tmatsuda@hcf-hawaii.org. **The deadline to submit questions is October 25, 2019, by 5:00 P.M. HST.** Verbatim copies of questions and the answers to those questions will be posted on the HCF website <https://www.hawaiicommunityfoundation.org/tobacco-control> on an ongoing basis as questions are received.

5. PROPOSAL REVIEW AND SELECTION PROCESS

5.1 PROPOSAL REVIEW

Proposals will be reviewed by a review team comprised of HCF and DOH staff selected for their expertise, skills, and knowledge related to the subject matter of this RFP who do not have any controlling or financial interest in any of the entities submitting proposals. The review team will analyze the merits of each proposal and make recommendations to HCF. HCF will make the final decision on all proposals.

5.1.1 PROPOSAL REVIEW CRITERIA

The strongest proposals will be those that meet all or most of the following criteria.

- Applicant can demonstrate that it has a strong history of successful contract performance and experienced personnel who can effectively lead and oversee performance of the contracted scope of work.
- Applicant can demonstrate that it has substantial relevant experience in communications related to tobacco quitlines, tobacco education and control, prevention programs targeted to youth, or comparable public health services addressing addiction and behavioral change, through a variety of media channels.
- Applicant articulates feasible and effective strategies, rationales, plans, and logic models to achieve the two program goals.
- Applicant's proposal refers to and is consistent with known best practices or other evidence-based methods.
- Applicant provides feasible schedules for proposed media buys for each program consistent with its marketing plans.
- Applicant can demonstrate that it has experience providing effective and appropriate communications to the geographically and culturally diverse populations of Hawai'i, and in particular to Native Hawaiians, persons with mental health and substance abuse disorders, the lesbian, gay, bisexual, and transgender (LGBT) communities, persons with low socio-economic status, and youth.
- Applicant can demonstrate the ability to conduct effective assessments of contracted services and to manage continuous performance improvement.
- Applicant provides a reasonable contract budget that is consistent with the proposed scope of work and demonstrates the value of services to be rendered.
- Applicant can demonstrate that it has adequate staffing capacity to provide contracted services and deliverables, including contract administration.

5.2 OPTIONAL PRESENTATION AND INTERVIEW

The proposal review team may elect to invite applicants submitting the strongest proposals to participate in separate presentations and interviews with the review team before it makes a final recommendation to HCF. Presentations may be conducted in-person or by video conference.

5.3 CONTRACT SELECTION

The contract will be offered to the applicant whose proposal is recommended for approval by HCF staff and is approved by the HCF Board of Governors at its December 2019 meeting. Thereafter, HCF will offer a contract to the approved applicant based on the proposal, scope of work and budget for both programs as submitted, subject to any mutually agreed amendments.

5.4 CONTRACT FORMAT

The contract document will follow HCF's standard contract form in effect at the time of contract execution. A copy of HCF's current standard contract form is attached as Appendix C. Additional contract terms and attachments may be included in the final contract document.

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**APPENDIX A
PROPOSAL LETTER**

We propose to furnish and deliver any and all of the deliverables and services named in the Request for Proposal (RFP) to design and implement a program to promote the Hawai'i Tobacco Quitline and a program for youth ESD prevention.

It is understood that this proposal constitutes an offer. It is understood and agreed that we have read the specifications described in the RFP and that this proposal is made in accordance with the provisions of such specifications. We agree, if selected, to deliver goods and services which meet or exceed the specifications.

Respectfully submitted,

Legal Name of Applicant

Date

Authorized Signature

Telephone Number

Printed Name

Email

Title

Street Address

Remittance Address

City, State, Zip Code

City, State, Zip Code

Federal Tax Payer Identification Number
Number or Social Security Number

Hawai'i General Excise Tax License

Applicant is: Sole Proprietorship Partnership LLC Corporation

State of registration/incorporation: Hawai'i Other: _____

APPENDIX B-1 PROPOSAL NARRATIVE FORMAT

Proposal Narrative

Executive Summary

Section I: Organization Background, Team Composition, and Qualifications

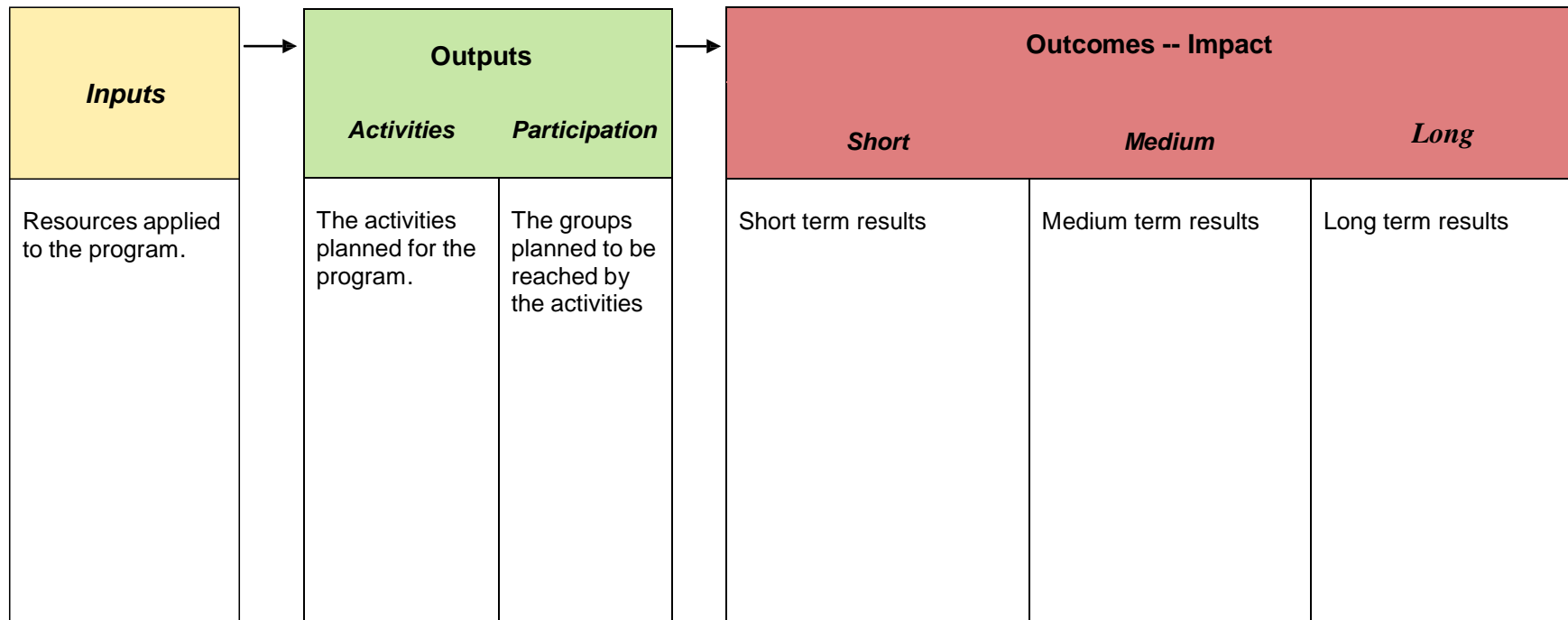
Section II: Past Projects and References

Section III: Overall Strategy

Section IV: Budget Narrative and Assumptions

APPENDIX B-2 LOGIC MODEL TEMPLATE

Applicants may use their own logic model template. The following is a suggested optional format. A separate logic model for each of the two programs is recommended.



Assumptions
 Things that the program assumes are correct or constant. If assumptions change, it may impact the activities. For example, one assumption could be “continued funding”

External Factors
 Factors that may impact the effectiveness of the program, such as laws, policies, or other environmental or society factors that may be out of the control of the program

APPENDIX B-3
PROPOSED DETAILED 12-MONTH TIMELINE WITH
4.5-YEAR OUTLOOK

	Planning Stage (Start-End Dates)	Message & Materials Development (Start-End Dates)	Pretesting Stage (Start-End Dates)	Implementation Stage (Start-End Dates)
Notes				

**APPENDIX B-4
STAFF AND SUBCONTRACTOR ALLOCATIONS**

Identify the Subcontractor

Subcontractor	Project Role

Key Staff Names and Positions	Project Role

Percentage of Staff Allocations

Budget Category	Staff 1	Staff 2	Staff 3	Total
Planning				
Task 1:				
Task 2:				
Task 3:				
Message & Materials Dev.				
Task 1:				
Task 2:				
Task 3:				
Pretesting				
Task 1:				
Task 2:				
Task 3:				
Implementation				
Task 1:				

Budget Category	Staff 1	Staff 2	Staff 3	Total
Task 2:				
Task 3:				
Project Management Costs				
Task 1:				
Task 2:				
Task 3:				
Other Tasks & Resources				
Total				

**APPENDIX B-5
 DETAILED 12-MONTH BUDGET
 JANUARY 1, 2020 TO DECEMBER 31, 2020**

- “Formative Research Costs” may include costs in the Message and Materials Development Stage and the Pretesting Stage, including focus groups, product testing, and other types of formative research.
- “Planning Costs” may include those costs related to the Planning Stage.
- “Message Development Costs” may include costs incurred in developing messages or prototypes for the pretesting and approvals.
- “Production Costs” are those costs related to producing the communications materials for the programs.
- “Media Buys Costs” are those costs related to the placement and/or airing of paid media.
- “Project Management Costs” are those costs related to the administration of the Agreement for Services. These costs may include all reporting, meeting, invoicing, and contract management costs.
- “Other Costs” are any other costs. Please describe and explain the costs.
- The budget presented should total not more than \$1.2 million for the 18-month term of the contract.

Budget Category (add additional line items to each category as needed)	Amount	Category subtotal
Formative Research Costs		
Planning Costs		
Message Development Costs		
Production Costs		
Media Buys Costs		
Other Program Costs		
Project Management Costs		
Other Costs		
Total		

**APPENDIX B-6
PROGRAM DELIVERABLES BUDGET
JANUARY 1, 2020 TO DECEMBER 31, 2020**

- Deliverables are items submitted to the Contract Manager that represent a program milestone. Deliverables may include work plans, websites, completed ads, evaluation plans, designs, reports or items requiring approval.
- Key deliverable costs should be identified in a form similar to Appendix B-6. Please add more lines to each section, if required.
- Since payments are made upon receipt of satisfactory deliverables, Applicants should plan to distribute their deliverables in a way that reflects the cost reimbursements they expect for their work.
- Please describe each deliverable. For example, “Deliverable 1: Submitted work plan

Budget Category	Description of Deliverable	Budget Amount	Estimated Completion Date	Estimated Invoice Submission Date
Planning				
Deliverable 1:				
Deliverable 2:				
Deliverable 3:				
Product Testing				
Deliverable 1:				
Deliverable 2:				
Deliverable 3:				
Media				
Deliverable 1:				
Deliverable 2:				
Deliverable 3:				
Other Program				
Deliverable 1:				
Deliverable 2:				
Deliverable 3:				



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Budget Category	Description of Deliverable	Amount	Estimated Completion Date	Estimated Invoice Submission Date
Deliverable 3:				
Project Management				
Deliverable 1:				
Deliverable 2:				
Deliverable 3:				
Other				
Deliverable 1:				
Deliverable 2:				
Deliverable 3:				
Total				



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APPENDIX C

HCF STANDARD CONTRACT FORM



AGREEMENT FOR PROFESSIONAL SERVICES

Section One – Service Provider

Name:
Individual Corporation LLC Partnership Other:
FEIN (SSN if individual): GET No.: No Yes
If no GET number, do you have a place of business, property or a Hawaii representative: No Yes
Address:
City: State: Zip:
Primary Phone Number: Home Cell Work
Second Phone Number: Home Cell Work
Fax Number: Email:
Authorized Representative & Title:

Section Two – Agreement

This Agreement for Professional Services (the "Agreement") is made by and between the above-named Service Provider (the "Service Provider") and Hawaii Community Foundation, a Hawaii non-profit corporation (the "Foundation"), for:

- The services (the "Services") described in Exhibit A, attached hereto and incorporated herein by this reference, to be provided by the Service Provider to the Foundation;
For the consideration described in Exhibit B, attached hereto and incorporated herein by this reference, to be paid by the Foundation to the Service Provider upon satisfactory completion of the Services; and
Subject to the General Terms and Conditions set forth in Exhibit C, attached hereto and incorporated herein by this reference.

The term of the Agreement shall commence on the Effective Date (as provided below) and all Services shall be completed and delivered by the Service Provider to the Foundation not later than (the "Completion/End Date"). The Service Provider shall have no right to extend the Completion/End Date, unless otherwise agreed to in writing by the Foundation, in the Foundation's sole discretion. If this Agreement is for on-going Services, there shall be no automatic extension of the Completion/End Date.

Section Three – Acceptance

IN WITNESS WHEREOF, the parties have executed this Agreement as of ("Effective Date")

SERVICE PROVIDER:
Signature
Print Name / Title (if applicable)
Date

FOUNDATION:
Signature 1; Date
Print Name / Title
Signature 2; (as necessary) Date
Print Name / Title
Authorized Representative (if different from Signer)



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Exhibit A

Scope of Work

- Per the attached document
- Other *(provide sufficient detail so that a determination can be made as to whether Services were adequately provided)*

Is the Service Provider required to carry Insurance per Schedule 1? Yes No



Exhibit B

Payment Schedule

Payment Amount:

- Lump sum for all Services rendered in the amount of \$_____, including State of Hawaii general excise taxes.
- Other (*specify payment amount and frequency*)

Payment Terms:

- Net 30 days upon completion of all Services and receipt of undisputed invoice.
- Other (*specify payment terms, payment dates, and/or any conditions or approvals required prior to payment*)



Exhibit C
General Terms and Conditions

1. **Scope and Performance of Services:** The Service Provider shall provide all labor, materials, equipment and tools necessary to perform, at its sole cost and expense, all of the Services. The Service Provider acknowledges, understands and guarantees that it will provide and perform the Services contemplated by or related to the Agreement promptly and at least with the degree of care, skill and diligence ordinarily exercised by other professionals performing the same or similar services, and according to the best industry standards and practices. The Service Provider shall supervise and direct the performance of the Services, using the Service Provider's best skill and attention. The Service Provider shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures and for coordinating all portions of the Services, unless the Agreement expressly provides otherwise. The Service Provider shall be responsible for all acts or omissions of the Service Provider's employees, contractors and agents and all other persons performing any portion of the Services.
2. **Independent Contractor:** In the performance of the Services, the Service Provider shall be an independent contractor and neither the Service Provider nor any of its employees or agents shall be considered employees of the Foundation. The Service Provider shall have the authority to perform the Services during the hours, and on the days, selected by the Service Provider and the Service Provider retains the right to perform professional services for others so long as the Service Provider otherwise complies with the terms of the Agreement. The Service Provider shall be responsible for the payment of any and all applicable taxes (income, general excise, use, etc.) on account of the Services, and for all applicable employment taxes, withholdings and benefits for the Service Provider and its employees. The Service Provider shall sign and deliver an Internal Revenue Service Form W-9 to the Foundation within five (5) days of the Effective Date. The Foundation shall provide the Service Provider and the applicable federal and state tax agencies with a Form 1099 reflecting the gross payments made by the Foundation to the Service Provider during the applicable tax year.
3. **Confidentiality:** The Service Provider agrees that all data and information submitted to or made available to the Service Provider by the Foundation or any other person on behalf of the Foundation, unless otherwise publicly available, and all data, information and other work developed by the Service Provider in connection with the Services, shall be strictly confidential and shall be utilized by the Service Provider in connection with the Agreement only and shall not be disclosed or made available by the Service Provider to any other person without the prior written consent of the Foundation. The confidentiality obligations hereunder shall survive the expiration or earlier termination of the Agreement.
4. **Work-For-Hire:** The Service Provider agrees that all work product is being prepared as a "work for hire" for the Foundation and the Foundation shall own all data, information, and other work developed or produced by the Service Provider pursuant to the Agreement. To the extent intellectual property of the Service Provider is included in the work product, the Service Provider agrees to assign the right to use the intellectual property in connection with the work product.
5. **Compliance with Laws:** The Service Provider shall obtain, as necessary, and maintain, at its sole cost and expense, all licenses and permits as may be required by applicable law in connection with the performance of the Services. Additionally, the Service Provider shall comply with all applicable governmental laws, orders, rules and regulations, including, without limitation, those relating to safety, employment, immigration and the environment.
6. **Suspension of Services:** The Foundation has the right upon written notice to require the Service Provider at any time to suspend performance of all or any part of the Services for an indefinite period of time; provided, however, in no event shall such period of suspension exceed six (6) consecutive months. The Service Provider agrees to commence performance of the suspended Services within a reasonable time after receiving the Foundation's written notice to re-commence the suspended Services and the Service Provider shall not be entitled to any damages or escalation of cost as a result of such suspension.
7. **Insurance:** Upon request by the Foundation, the Service Provider shall maintain, throughout the Term of the Agreement and at its sole cost and expense, policies of insurance of the types and in amounts no less than the minimum coverages specified in Schedule 1 attached hereto and incorporated herein by this reference. The Service Provider shall supply proof of such insurance coverage to the Foundation prior to commencing the Services.
8. **Indemnification:** Without regard to any limitation of the amount of insurance coverage required under the Agreement or maintained by the Service Provider, the Service Provider shall indemnify, defend and hold the Foundation and its officers, directors, employees and agents (collectively, the "Indemnitees") harmless, from and against any and all claims, damages, liabilities, suits, causes of action, demands, judgments, losses, and/or expenses (including, but not limited to attorneys' fees and costs) (collectively, "Losses"), arising out of the act, errors or omissions in the performance of the Services (including, but not limited to any failure by the Service Provider to perform its obligations under the Agreement) by the Service Provider and its employees, contractors and agents, or any other person whom the Service Provider is legally liable (collectively, the "Service Provider Parties"), or any Losses to property of any kind whatsoever and whomsoever belonging or any injury or death to any person caused by the Service Provider Parties, regardless of whether or not such Losses, injury or death are caused in part by any of the Indemnitees. The Service Provider's indemnification obligations hereunder shall survive the expiration or earlier termination of the Agreement.
9. **Limitation of Liability:** The Foundation shall in no way be liable to the Service Provider or other third parties for any indirect, punitive, special, consequential, or incidental damages arising from or in any way connected to the Agreement, whether based on breach of contract or tort, even if the Foundation has been advised in advance of the possibility of such damages. In no event shall the Foundation's liability for damages to the Service Provider



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in the aggregate and from all causes of action (including negligence) exceed the total compensation paid by the Foundation to the Service Provider pursuant to the Agreement. The Foundation is willing to enter into the Agreement with the Service Provider only in consideration and in reliance upon the provisions of the Agreement limiting the Foundation's exposure for damages such as are contained in this section. Liability for damages shall be limited and excluded, even if any exclusive remedy provided in the Agreement fails its essential purpose. This limitation of liability provision shall survive the expiration or earlier termination of the Agreement.

10. **Termination:** Either party may immediately terminate the Agreement for cause at any time. A "for cause" termination includes the material breach of the Agreement by a party, the dissolution, insolvency or bankruptcy of a party, or a party makes a general assignment for the benefit of its creditors. The Foundation may terminate the Agreement without cause, in its sole discretion, on not less than five (5) days' prior written notice to the Service Provider. In the event of such termination without cause, the Foundation and the Service Provider shall use their best efforts to agree on the amount payable to the Service Provider, if any, on account of any Services completed and rendered prior to such termination (and the Service Provider will not be entitled to any other compensation for such early termination).
11. **Representatives:** The Foundation appoints the Foundation's Representative set forth at the bottom of page 1 of the Agreement to act for the Foundation in all matters relating to the performance of the Agreement by the Foundation. The Service Provider appoints the Service Provider's Representative set forth in Section 1 of the Agreement to act for the Service Provider in all matters relating to the performance of the Agreement by the Service Provider. All inquiries, instructions, authorizations, and other communications with respect to the matters covered by the Agreement will be made to the Foundation's Representative or the Service Provider's Representative, as the case may be, and the other party may rely on any acts, instructions or authorizations by such other representative.
12. **Use Tax:** The Foundation reserves the right to deduct from any and all amounts payable by the Foundation to the Service Provider under the Agreement, the amount of any use tax assessed to or against the Foundation on account of any Services, but only to the extent such Services are subject to the State of Hawaii Use Tax Law pursuant to Chapter 238 of the Hawaii Revised Statutes, as amended. The amount of such tax shall also include any county surcharge assessed under Section 238-2.6 of the Hawaii Revised Statutes, as amended. The Service Provider acknowledges and agrees that any amounts paid by the Foundation to the Service Provider under the Agreement shall be deemed to include the amount actually paid to the Service Provider plus any amount deducted hereunder in connection with such payment.
13. **Expense Reimbursement:** If expenses are to be reimbursed as part of the Service Provider's compensation hereunder, the Service Provider shall be reimbursed only for reasonable expenses actually incurred by the Service Provider in connection with the Services that have been approved in writing by the Foundation prior to the expense having been incurred.

14. Miscellaneous Provisions:

- (a) **Due Authorization:** The Service Provider (if a corporation, partnership or other business entity) represents and warrants to the Foundation that the Service Provider is a duly formed and existing entity qualified to do business in the state of Hawai'i, that the Service Provider has full right and authority to execute and deliver the Agreement, and that each person signing on behalf of the Service Provider is authorized to do so. The Agreement constitutes a legal and binding obligation of the Service Provider, enforceable in accordance with its terms.
- (b) **No Waiver:** The waiver of any breach of the Agreement shall not be deemed a waiver of any other breach of the Agreement.
- (c) **No Assignment:** The Service Provider may not assign the Agreement without the prior written consent of the Foundation, which consent may be withheld in the Foundation's sole discretion. Any assignment or attempted assignment of the Agreement by the Service Provider without such consent shall be null and void and of no force or effect.
- (d) **Entire Agreement:** The Agreement, including any exhibits hereto, represents the entire understanding of the parties and may not be modified except by written agreement of the parties.
- (e) **Governing Law; Venue:** The laws of the State of Hawaii shall govern the interpretation, validity, performance and enforcement of the Agreement, without giving effect to any principles of conflicts of laws that would otherwise require the application of the laws of any other jurisdiction. Any action that in any way involves the rights, duties and obligations of the parties under the Agreement shall be brought in the courts of the State of Hawaii or the United States District Court for the District of Hawaii, and the parties to the Agreement consent to such personal jurisdiction and venue.
- (f) **Severability:** The invalidity or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other provision.
- (g) **Relationship of the Parties:** Nothing in the Agreement shall be construed to constitute either party as a partner or joint venture of the other.
- (h) **Time of the Essence:** Time is of the essence in the performance of the Agreement.
- (i) **Attorneys' Fees:** In the event of any controversy, claim or dispute between the parties relating to the Agreement, the prevailing party shall be entitled to recover from the non-prevailing party any and all of the prevailing party's reasonable expenses, including, but not limited to, attorneys' fees and costs.
- (j) **Notice:** All notices and official communications relating to the Agreement shall be given in writing and deemed given upon the date of the U.S. Postal Service postmark with postage prepaid, registered or certified mail with return receipt requested, to the designated address for each party. Facsimile or other electronic pdf transmissions shall be considered the same as writing, and shall be considered



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received as of the time of documented transmission. Changes in the address for such notices shall also be made in writing in the same manner. The designated address for the Service Provider shall be as set forth in Section 1 of the Agreement. The designated address for the Foundation is as follows:

827 Fort Street Mall
Honolulu, Hawaii 96813

(k) Conflicting Terms: In the event the Service Provider's proposal is attached hereto in order to describe the Services to be provided under the Agreement, no other terms or

conditions set forth in the Service Provider's proposal shall be binding upon the parties hereto.

(l) Counterparts: The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The submission of a signature page transmitted by facsimile (or other electronic pdf transmission) shall be considered as an "original" signature page for purposes of the Agreement.

Schedule 1

Insurance Requirements

At the Service Provider's expense, the Service Provider shall, upon request by the Foundation, maintain insurance coverage of the following types continuously throughout the term of the Agreement or during any period the Services are being provided or performed under the Agreement.

The Service Provider shall carry worker's compensation insurance per applicable laws and employer's liability insurance with minimum limits of not less than \$1,000,000 per occurrence for bodily injury, \$1,000,000 per employee for bodily injury by disease, and \$1,000,000 policy limit for disease.

The Service Provider shall carry commercial general liability (CGL) insurance on an occurrence form with a minimum limit of not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate covering liability arising from independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Indemnitees (as defined in Section 8 of the General Terms and Conditions) shall be included as additional insureds under the CGL policy on Form CG20-10 or equivalent. This insurance shall apply as primary and non-contributory with respect to any other insurance or self-insurance available to the Foundation.

If the Services provided by the Service Provider requires or involves the ownership, maintenance or use of a vehicle, the Service Provider shall carry commercial automobile insurance with a minimum limit of no less than \$1,000,000 per accident or occurrence covering "any auto" whether owned, scheduled, leased, hired or otherwise by the Service Provider.

The Service Provider shall also carry professional liability (errors and omissions) insurance coverage with limits of liability of not less than \$1,000,000 per occurrence.

The Service Provider may, at its option, purchase insurance to cover its personal property. In no event shall the Foundation be liable for any damage to or loss of personal property sustained by the Service Provider, whether or not such personal property is insured, even if such loss is caused by the negligence of the Foundation or its employees, contractors or agents.

The Service Provider waives on behalf of itself and its insurers all rights against the Foundation and its officers, directors, employees and agents for recovery of damages to the extent these damages are covered by insurance regardless of deductibles, if any. Insurance companies affording the coverage required above shall have an AM Best Rating of no less than A-VII. Failure to maintain the required insurance may result in immediate termination of the Agreement at the Foundation's option. By requiring insurance herein, the Foundation does not represent that coverage and limits will be adequate to protect the Service Provider. The requirements contained herein shall not be construed in any manner to relieve or limit the Service Provider's indemnification obligations for any loss or claim arising out of the Agreement.

Prior to the Effective Date of the Agreement or commencement of any Services contemplated under the Agreement, whichever is earlier, the Service Provider shall furnish to the Foundation certificates of insurance on appropriate ACORD form(s) as evidence of compliance with the above requirement. Thirty (30) days' written notice to the Foundation prior to cancellation or material change is required. The Service Provider shall further provide certified copies of all insurance policies required above within ten (10) days of the Foundation's written request therefor.

Failure of the Foundation to demand evidence of compliance with these insurance requirements or failure of the Foundation to identify a deficiency from such evidence that is provided shall not be construed as a waiver of the Service Provider's obligation to maintain such insurance.