



HAWAI'I COMMUNITY FOUNDATION
Amplify the Power of Giving

2017 Request for Proposal (RFP)
Hawai'i Tobacco Prevention and Control Trust Fund

**PUBLIC EDUCATION AND
ADVOCACY PROGRAM**

Online Application Deadline: Monday, August 14, 2017, 5:00 P.M. (HST)

**JUNE 2017
HAWAI'I COMMUNITY FOUNDATION
HONOLULU, HAWAI'I**

TABLE OF CONTENTS

	PAGES
NOTICE TO APPLICANTS	3
SECTION 1: INTRODUCTION	4
SECTION 2: SCOPE OF WORK	6
SECTION 3: PROPOSAL REQUIREMENTS	12
SECTION 4: PROPOSAL REVIEW AND SELECTION PROCESS	13
APPENDIX A: PROPOSAL LETTER	14
APPENDIX B: PROJECT NARRATIVE GUIDLINE	15
APPENDIX C: DELIVERABLES TIMELINE	16
APPENDIX D: PROJECT BUDGET SUMMARY BY STAGES	18
APPENDIX D-1: PROJECT BUDGET SUMMARY BY CATEGORIES	19
APPENDIX E: INVOICING TIMELINE	20
APPENDIX F: HCF STANDARD CONTRACT FORM	21

This RFP contains 25 pages

NOTICE TO APPLICANTS

Request For Proposal

Proposals are sought for a vendor to design and implement a public education and advocacy program for the Tobacco Prevention and Control Trust Fund. The contract is for EIGHTEEN (18) months from January 1, 2018 to June 30, 2019 with an anticipated budget of EIGHT HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED Dollars (\$862,500.000).

RFP Availability

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

Deadline

Completed proposals must be received no later than **Monday, August 14, 2017, 5:00 P.M. (Hawai'i Standard Time)**. Proposals submitted after that deadline will not be accepted.

Schedule for Decision

The estimated date for a selection decision is the end of September, 2017.

1. INTRODUCTION

1.1 Purpose of the RFP

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 cigarette smoking prevalence rate is 14.1%.¹ There are still over 147,300 smokers in Hawai'i.

The purpose of this RFP is to contract for the services of a vendor to design and implement a statewide tobacco control public education and advocacy program. The program is funded by the Hawai'i Tobacco Prevention and Control Trust Fund (Trust Fund).

1.2 ORGANIZATIONAL BACKGROUND

Funding for this proposal comes from the Trust Fund through the Master Settlement Agreement (MSA) 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 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, 2019. Therefore, the ending date of the contract contemplated by this RFP also is June 30, 2019. The possibility of extension of the contract beyond June 30, 2019 is undetermined at this time and will be contingent on approval of HCF's authorization to continue administering the Trust Fund, the availability of funds, the performance of the contractor, and other factors.

1.3 CURRENT PROGRAMS

The Trust Fund supports programs in tobacco cessation, prevention, education/advocacy, health communications, and evaluation, with the overall goal of reducing tobacco-related disease and death in Hawai'i. These programs follow the Centers for Disease Control's Best Practices for Comprehensive Tobacco Control Programs, 2014 (CDC Best Practices) and the DOH 5-Year Strategic Plan for Tobacco Use Prevention and Control 2016-2020 (DOH Strategic Plan), in the following four priority goal areas:

1. Reduce tobacco-related disparities in population groups in Hawai'i with the highest prevalence rates for tobacco use (Native Hawaiian; persons with mental health and substance abuse disorders; the lesbian, gay, bisexual, and transgender communities (LGBT); and persons

¹ State of Hawai'i Behavioral Risk Factor Surveillance System. See: http://hhdw.org/wp-content/uploads/BRFSS_Prevalence_IND_000012_2011.pdf

- with low socio-economic status).
- 2. Prevent the initiation of tobacco use by youth and young adults.
- 3. Promote quitting among adults and youth.
- 4. Eliminate exposure to secondhand smoke.

Since 2004, Trust Fund has funded two major public education and advocacy efforts that include an adult coalition and a youth advocacy group. The adult coalition has focused on increasing understanding and awareness of the health risks of tobacco use to support changes to tobacco control policy. The youth advocacy group has focused on educating and empowering youth regarding the risks of tobacco use. Both of these initiatives work within a broader advocacy framework that includes community organizations, island coalitions and efforts by DOH. An example of the broader advocacy efforts was the 2015 passage of state legislation prohibiting the sale of tobacco products to persons under age 21. Currently, Trust Fund-supported public education and advocacy activities are provided by a vendor under a contract with HCF that is scheduled to expire on December 31, 2017.

1.4 OVERALL PROJECT GOALS

The goals of this RFP are:

1. To increase statewide grassroots public understanding and awareness among adults and youth about the health risks of tobacco use (particularly for the high-prevalence populations identified in the DOH Strategic Plan) and about current tobacco control policies and practices, in order to increase public support for stronger tobacco control policies and practices.
2. To provide Hawaii's leaders and decision-makers with current information about the public health burdens of tobacco use (particularly for the high-prevalence populations identified in the DOH Strategic Plan) and evidence-based strategies to reduce this burden,
3. To collect statewide community input on priorities for improving state and county tobacco control policies and practices.
4. To mobilize public support and action by adults and youth to protect and improve state and county tobacco control policies and practices.
5. To protect and increase funding to support tobacco prevention and control activities in Hawai'i.

Strategies to achieve these goals must be aligned with CDC Best Practices, Component 1 – State and Community Interventions, and the DOH Strategic Plan. Applicants are asked to submit proposals to meet all these Project Goals. The selected contractor will be expected to coordinate contracted activities with other Trust Fund programs and the DOH Tobacco Prevention and Education Program.

1.5 RESOURCES

The following partial list of published resources (Table 1) is a starting point for locating information that may be helpful in understanding contract expectations and designing the proposal.

Table 1: Partial List of Resources

Publication	Source	Contact information
Best Practices for Comprehensive Tobacco Control Programs, 2014. (Component 1–State and Community Interventions, pp. 18-29)	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
5-Year Strategic Plan for Tobacco Use Prevention and Control (2016-2020)	Hawaii State Department of Health	https://health.hawaii.gov/tobacco/files/2013/04/2016TobPlanR.pdf
Behavioral Risk Factor Surveillance Survey Summary for Tobacco	Hawaii State Department of Health	http://hhdw.org/health-reports-data/data-source/brfss-reports/tobacco-use/prevalence/
Youth Tobacco Survey	Hawaii Health Data Warehouse	http://hhdw.org/health-reports-data/data-source/yts-reports/
Hawai‘i Coordinated Chronic Disease Framework	Hawai‘i State Department of Health	http://health.Hawai‘i.gov/chronic-disease/files/2014/09/CDFrameworkLR.pdf

2. SCOPE OF WORK

2.1 PUBLIC EDUCATION AND ADVOCACY

Applicants are asked to submit a proposal to achieve the goals of the RFP utilizing a four-stage cycle: 1) Planning Stage 2) Formative Stage 3) Implementation Stage and 4) Assessment Stage. These stages are not discrete; at times during the term of the contract, different stages may overlap as needed to effectively address the Project Goals. Due to the timing of the 18-month term of the contract contemplated by this RFP, this four-stage cycle must be adapted to the timing of the 2018 and 2019 legislative sessions, as follows:

1. Planning Stage. The purpose of the Planning Stage is to develop the details of the work plan, schedule and budget for activities to be performed by the Contractor during the term of the Contract, subject to final approval by HCF.
 - a. Work Plan for 2018 legislative session. Due to the January 1, 2018 start date of the contract, there will not be time to do a Planning Stage before the 2018 legislative session. Applicants are asked to include in their proposals a detailed advocacy work plan, schedule and budget for the 2018 legislative session, with implementation to

begin as soon as the new contract begins in January 2018. The proposed work plan should address Project Goals 4 and 5 in Section 1.4 above. Since there will be no time for the Contractor to seek community input for Goal 3 advocacy priorities once the contract commences, the proposed detailed work plan should describe and justify the advocacy priorities for the 2018 session, or describe the process the Applicant intends to use to determine those priorities for the 2018 session.

- b. Planning Stage for remainder of contract. Applicant proposals should provide a work plan outline, tentative schedule, and estimated budget for the work to be done after the 2018 session, and describe how a Planning Stage process will be conducted to create a detailed final work plan, schedule and budget for the remainder of the contract term. The work plan should address all five Project Goals in Section 1.4 above, including preparations for the 2019 legislative session.
2. Formative Stage. The purpose of the Formative Stage is to do the background research, surveys, community outreach, stakeholder recruitment, coalition building, education content development, and other formative activities for adults and youth that are needed for the Contractor to achieve the Project Goals described in Section 1.4 above. Results from the Formative Stage can be included in the work plan.
 - a. 2018 legislative session. Due to the timing of the contract, there will not be time to do a Formative Stage for the 2018 legislative session. Implementation of the successful Applicant's proposed work plan for the 2018 session will begin when the new contract begins in January 2018.
 - b. Formative Stage for remainder of contract. Applicant proposals should describe how the Formative Stage will be conducted after the 2018 session. By the end of the Formative Stage, the Contractor should be able to identify participating stakeholders and their roles, the priority education and advocacy issues agreed to, the implementation strategies, the allocation of resources, and a timeline for all public education and advocacy activities for the remainder of the contract term, in particular for the 2019 legislative session.
 3. Implementation Stage. The purpose of the Implementation Stage is to execute the public education and advocacy activities described in the Contractor's work plan in order to achieve the Project Goals described in Section 1.4 above.
 - a. 2018 legislative session. As noted above, Implementation Stage of the successful Applicant's proposed work plan for the 2018 session will begin when the new contract begins in January 2018.
 - b. Implementation Stage for the remainder of the contract. Applicant proposals should describe how and when the Implementation Stage will be conducted during the remainder of the contract term after the 2018 session. Since the priorities and content of these implementation actions are not yet known at the time applications are submitted, proposals should at least provide a strategic framework for implementation that addresses each of the Project Goals described in Section 1.4 above, including a description of implementation opportunities and challenges expected by the Applicant. Proposals should also generally describe how the Applicant foresees collecting process and outcome data during the

Implementation Stage that can be used to assess contract performance during the Assessment Stage. (There will be no external evaluator for the contract work.) After the Implementation Stage is completed at the end of the 2019 legislative session and before the end of the contract term on June 30, 2019, the Contractor should be able to describe, assess, and prepare a report to stakeholders on the results of all implementation actions taken.

4. Assessment Stage. The purpose of the Assessment Stage is to understand and learn from the results of the contracted work to improve effectiveness during the remaining term of the contract and to inform future education and advocacy efforts. The Contractor will compile process and outcome data collected during the Implementation Stage, analyze the data and evaluate the results of the Implementation Phase measured against the Project Goals described in Section 1.4 above, and report on the results and assessment to participating stakeholders after the end of each legislative session. The Contractor also will provide work-in-progress assessments in the quarterly reports to HCF.
 - a. 2018 legislative session. Applicant proposals should describe how and when Applicant will 1) assess the results of the 2018 legislative session using process and outcome data collected during implementation, 2) report the assessment to participating stakeholders and HCF, and 3) use conclusions from the assessment to inform the work plan to be developed for the remainder of the contract term.
 - b. Assessment Stage for the remainder of the contract. Applicant proposals should describe how and when Applicant will 1) assess the results of the Implementation Phase, including results of the 2019 legislative session, using process and outcome data collected during implementation, and 2) report the assessment to participating stakeholders and HCF as a reference for future public education and advocacy efforts after the 2019 legislative session.

Achieving the Project Goal of policy change is often outside of the Contractor's control. Therefore, assessment of contract performance should include other measures of effectiveness, such as increased adult and youth stakeholder engagement in policy change actions, increased coalition participation and partner collaboration, more statewide and local media coverage, increased public and youth awareness of the risks of tobacco use, and other measures that indicate increased advocacy effectiveness over time.

The Contractor shall allocate at least Five Percent (5%) of the contract budget for assessment activities, including staff time, data collection and analysis, and reporting of results. The Contractor will be expected to work with HCF to develop and implement a quarterly reporting format to achieve the evaluation goals.

2.2 YOUTH EDUCATION AND ADVOCACY

Effective engagement of Hawaii's youth is critical to generate widespread support for youth advocacy strategies in tobacco control. Involving youth in leadership and decision-making roles builds skills and capacities for the next generation of tobacco control advocacy. Applicants are asked to include in their proposals a plan to engage, educate, and involve youth from all counties to develop an active

advocacy role during the contract term, including concepts outlined in the CDC's Best Practices Guidelines.

At least thirty percent (30%) of the overall budget is required to be allocated for youth education and advocacy.

2.3 ISLAND STRATEGIES

The island communities of Hawai'i have had a long and successful history of creating and implementing innovative local tobacco control policy change. These successes can and should continue to be catalysts for statewide change. Applicants are asked to include in their proposals a strategy to support and continue these island community efforts. Proposals should identify island strategies, resources and budgets for education and advocacy efforts.

2.4 EDUCATION AND ADVOCACY COMMUNICATION

Proposals should include an education and advocacy communications strategy, goals, targeted groups, types of communications to reach the targeted groups, task responsibilities and a timeline and budget. Subcontractors, if any, shall also be identified and their roles described.

The Trust Fund funds other communications work to promote the Hawai'i Tobacco Quitline and to prevent youth initiation of electronic smoking devices and other tobacco products. In addition, the DOH conducts its own media and legislative activities related to tobacco control. The Contractor will be required to coordinate its education and advocacy communications program with DOH and Trust Fund programs.

2.5 OBJECTIVES, DELIVERABLES AND INDICATORS

The following is a general description of deliverables that will be specified in the contract:

2.5.1 PROJECT DELIVERABLES FOR THE PLANNING STAGE

Deliverables Number	Deliverables
1.1	A completed and approved advocacy plan for the 2018 legislative session, based on the plan submitted in the proposal plus any subsequent amendments due to changes in the policy landscape between the award of the contract and the contract start date. To be submitted to HCF no later than January 8, 2018.
1.2	A completed and approved education and advocacy work plan, logic model, schedule and budget for the remainder of the contract term after the 2018 session, including information obtained through Formative Stage activities.

2.5.2 PROJECT DELIVERABLES FOR THE FORMATIVE STAGE

Deliverables Number	Deliverables
2.1	Summary of the results of any background research, surveys, community outreach, stakeholder recruitment, coalition building, education content development, and other formative activities for adults and youth conducted in the Formative Stage, including lists of participating stakeholders and their respective roles.
2.2	A completed list of the education and advocacy priorities developed through a community-based process and agreed by the participating stakeholders.
2.3	Documentation of each priority, including analysis of challenges and opportunities for education and advocacy in each community group or forum where implementation will occur.

2.5.3 PROJECT DELIVERABLES FOR THE IMPLEMENTATION STAGE

Deliverables Number	Deliverables
3.1	A documented tracking system that can be regularly reported to all stakeholders showing the progress and results of bills or other state and county policy change efforts being implemented under the plan.
3.2	Documentation of communications efforts completed under the Communication Plan and evidence of the results of those efforts.

2.5.4 PROJECT DELIVERABLES FOR ASSESSMENT STAGE

Deliverables Number	Deliverables
4.1	After the end of each legislative session, documented reporting to stakeholders about the results of all prioritized advocacy issues and analyzing why goals were or were not achieved.
4.2	For all other contracted activities not directly related to the legislative sessions, quarterly reports of the results of those activities, analyzing why progress towards the Project Goals was or was not achieved.
4.3	Documentation of amendments to the education and advocacy program based on assessment results.

2.5.5 DELIVERABLES FOR PROJECT ADMINISTRATION

The following deliverables will assist HCF with project administration:

Activities	Requirements
Program reports	<ul style="list-style-type: none"> • Quarterly Status reports that help to assess contract performance and program deliverables. • Other program reports as required by HCF under the contract.
Invoicing and payment	<ul style="list-style-type: none"> • Accurate, timely, and complete invoicing documentation submitted to HCF in accordance with the work plan, schedule and budget. • Prompt responses to questions regarding submitted invoices.
Work plan and budget modifications	<ul style="list-style-type: none"> • Timely and accurate work plan updates • Requests for budget modifications prior to expenditure when line items are expected to be exceeded.

2.6 DESIGN AND MATERIALS

All designs and materials developed under this contract will be the property of HCF.

2.7 HCF RESPONSIBILITIES

- Execute the Contractor’s Agreement for Services upon approval.
- Provide program oversight and Contractor guidance.
- Negotiate and approve the work plan, schedule, logic model and budget.
- Review and approve all work plan, schedule, logic model and budget modifications.
- Assist the Contractor with transitions of work from the previous contractor.
- Assist the Contractor with linkages with other Trust Fund and community programs.
- Work with the Contractor on the assessment design.
- Review and approve all Contractor invoices and process for payment within THIRTY (30) days of receipt of a complete and satisfactory invoice for authorized work performed by the Contractor.
- Notify the Contractor of invoice discrepancies.
- Designate a contact for programmatic and fiscal inquiries.

2.8 MINIMUM REQUIREMENTS

At a minimum, the Applicant and any proposed subcontractors shall have among them:

- At least FIVE (5) years of community advocacy experience where the organization(s) have led an impactful community-based legislative education and advocacy effort.
- Hawai‘i experience in public health education, advocacy, coalition building, and communications.
- Evidence of familiarity and competency with the diverse geographic and cultural communities of Hawai‘i.

2.9 TERMS OF AGREEMENT

The Agreement for Services shall commence on January 1, 2018 and shall be in effect for EIGHTEEN (18) months. The contract document will follow HCF's standard contract form in effect at that time. A copy of HCF's current standard contract form is attached as Appendix F. Additional contract terms and attachments may be included in the final contract document.

3. PROPOSAL REQUIREMENTS

3.1 INTRODUCTION

This section outlines the requirements for all proposals submitted in response to this RFP. Failure to meet all these requirements may result in the rejection of the proposal.

3.2 PROPOSAL TEMPLATES

The proposal shall use the format templates (or reasonable facsimiles) in the following Appendix:

- Proposal Letter (Appendix A)
- Project Narrative (Appendix B)
- Proposed Deliverables Timeline (Appendix C)
- Proposed Project Budget Summary by Stages (Appendix D)
- Overall Proposed Budget by Budget Categories (Appendix D-1)
- Estimated Invoicing Timeline (Appendix E)

3.3 PROPOSAL FORMATTING REQUIREMENTS

- The overall proposal shall not exceed THIRTY numbered pages, excluding attachments, using 1.5 line spacing.
- The proposal and all attachments shall be submitted by email as a single document attachment in PDF format, with all pages consecutively numbered.

3.4 SUBMISSION OF PROPOSAL

Applicants should submit proposals and all supplemental material by email addressed to Tom Matsuda, Program Director at tmatsuda@hcf-hawaii.org. **Proposals must be received no later than 5:00 P.M. Hawai'i Standard Time on Monday, August 14, 2017.** Any proposal delivered after this deadline will not be accepted. Submitted proposals that fail to comply with all requirements set forth in this RFP can be disqualified.

3.5 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 Friday, July 21, 2017, 5:00 P.M. HST.** Verbatim copies of questions and the answers to those questions will be posted on an ongoing

basis as questions are received, and can be found on the HCF website in the same location as this RFP: <https://www.hawaiicommunityfoundation.org/tobacco-control>.

4. PROPOSAL REVIEW AND SELECTION PROCESS

4.1 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 tobacco control education and advocacy, or comparable public health education and advocacy issues, and in the activities described in the Scope of Work.
- Applicant articulates a feasible and effective strategy, rationale, and plan to achieve the goals of this RFP, consistent with known best practices or other evidence-based methods.
- Applicant provides a feasible and appropriate schedule of contract activities and deliverables.
- Applicant can demonstrate that it has experience implementing effective and appropriate community-based education and advocacy strategies within the geographically and culturally diverse populations of Hawai'i.
- Applicant can demonstrate the ability to conduct and support effective self-assessment 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.
- Applicant affirms that it is not currently, and has not been for at least the preceding five years, under contract to provide services to or for the benefit of any business involved in manufacturing, selling, promoting, or marketing tobacco products, including e-cigarettes and other electronic nicotine delivery systems.

4.2 OPTIONAL PRESENTATION AND INTERVIEW

The 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.

4.3 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 September 2017 meeting. Thereafter, HCF will offer a contract to the approved applicant based on the proposal, scope of work and budget as submitted, subject to any mutually agreed amendments.

**APPENDIX A
PROPOSAL LETTER**

We propose to provide the services and furnish the deliverables described in the Request for Proposals for a Public Education and Advocacy Program.

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

Facsimile

Title

Street Address

Remittance Address

City, State, Zip Code

City, State, Zip Code

Federal Tax Payer Identification Number
or Social Security Number

Hawaii General Excise Tax License Number

Applicant is: Sole Proprietorship Partnership LLC Corporation

State of registration/incorporation: Hawaii Other: _____

APPENDIX B

PROJECT NARRATIVE GUIDELINE

Executive Summary

Section I: Organization Background and Qualifications

Section II: Past Projects and References

Section III: A Detailed Plan for the 2018 Legislative Session

- Strategy
- Current Legislative Assessment
- Legislative Advocacy Plan, including priorities and justification
- Youth Advocacy Plan for the 2018 Legislative Session
- Island Strategies for the 2018 Legislative Session
- Advocacy Communication Plan for the 2018 Legislative Session

Section IV: An Overall Eighteen Month Plan Outline

- Overall Public Education Strategy, including Leaders and Decision-Makers
- Overall Advocacy Strategy
- Planning Stage Process
- Formative Stage Process
- Implementation Stage Strategy and Process, including data collection for assessment
- Assessment Stage Process
- Youth Education and Advocacy Plan
- Island Strategies
- Education and Advocacy Communication Plan

Section V: Proposed Deliverables, Activities and Timeline for the contract term.

- Deliverables and Activities
- Proposed Timeline.

Section VI: Budget and Cost Estimates

- Project costs
- Assumptions used to estimate costs.
- A narrative explanation of the budget and how costs are assigned to deliverables

APPENDIX C DELIVERABLES TIMELINE

1.0 PLANNING STAGE

Deliverable 1.1: A completed and approved advocacy plan for the 2018 legislative session, based on the plan submitted in the proposal plus any subsequent amendments due to changes in the policy landscape between the award of the contract and the contract start date. To be submitted to HCF no later than January 8, 2018.

Activities	Start Date	End Date

Deliverable 1.2: A completed and approved education and advocacy work plan, logic model, schedule and budget for the remainder of the contract term after the 2018 session, including information obtained through Formative Stage activities.

Activities	Start Date	End Date

2.0 FORMATIVE STAGE

Deliverable 2.1: Summary of the results of any background research, surveys, community outreach, stakeholder recruitment, coalition building, education content development, and other formative activities for adults and youth conducted in the Formative Stage, including lists of participating stakeholders and their respective roles.

Activities	Start Date	End Date

Deliverable 2.2: A completed list of the education and advocacy priorities developed through a community-based process and agreed by the participating stakeholders.

Activities	Start Date	End Date

Deliverable 2.3: Documentation of each priority, including analysis of challenges and opportunities for education and advocacy in each community group or forum where implementation will occur.

Activities	Start Date	End Date

3.0 IMPLEMENTATION STAGE

Deliverable 3.1: A documented tracking system that can be regularly reported to all stakeholders showing the progress and results of bills or other state and county policy change efforts being implemented under the plan.

Activities	Start Date	End Date

Deliverable 3.2: Documentation of communications efforts completed under the Communication Plan and evidence of the results of those efforts.

Activities	Start Date	End Date

4.0 ASSESSMENT STAGE

Deliverable 4.1: After the end of each legislative session, documented reporting to stakeholders about the results of all prioritized advocacy issues and analyzing why goals were or were not achieved.

Activities	Start Date	End Date

Deliverable 4.2: For all other contracted activities not directly related to the legislative sessions, quarterly reports of the results of those activities, analyzing why progress towards the Project Goals was or was not achieved.

Activities	Start Date	End Date

Deliverable 4.3: Documentation of amendments to the education and advocacy program based on assessment results.

Activities	Start Date	End Date

APPENDIX D

PROJECT BUDGET SUMMARY BY STAGES

Budget Category	Amount
1.0 Planning Stage	
Deliverable 1.1 for the Planning Stage	
Deliverable 1.2 for the Planning Stage	
2.0 Formative Stage	
Deliverable 2.1 for the Formative Stage	
Deliverable 2.2 for the Formative Stage	
Deliverable 2.3 for the Formative Stage	
3.0 Implementation Stage	
Deliverable 3.1 for the Implementation Stage	
Deliverable 3.2 for the Implementation Stage	
4.0 Assessment Stage	
Deliverable 4.1 for the Assessment Stage	
Deliverable 4.2 for the Assessment Stage	
Deliverable 4.3 for the Assessment Stage	
Total	

**APPENDIX D-1
PROJECT BUDGET SUMMARY
BY CATEGORIES**

Budget Category	Amount
Stakeholder engagement	
Advocacy Communications Costs	
Youth Advocacy Costs (at least 25% of total budget)	
Legislative Advocacy Costs	
Individual Island Advocacy Costs	
Assessment Costs (at least 5% of total budget)	
Project Management Costs	
Other Costs	
Total	

(Please add budget subcategories as needed to cover anticipated expenses.)

APPENDIX E
INVOICING TIMELINE

Deliverable	Cost	Completion Date	Invoice Date
1.1			
1.2			
2.1			
2.2			
2.3			
3.1			
3.2			
4.1			
4.2			
4.3			

APPENDIX F

HCF STANDARD CONTRACT FORM

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 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. **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 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.