



HAWAI'I COMMUNITY FOUNDATION
Amplify the Power of Giving

2023 Funding Opportunity (FO)

Hawai'i Tobacco Prevention and Control Trust Fund

COMMUNICATIONS PROGRAMS TO:

- 1) INCREASE PROMOTIONAL REACH AND REFERRALS FOR THE HAWAI'I ADULT TOBACCO CESSATION PROGRAM.**
- 2) INCREASE AWARENESS AND ENROLLMENT FOR THE HAWAI'I YOUTH ESD CESSATION PROGRAM; AND**
- 3) PROMOTE ESD PREVENTION FOR HAWAI'I YOUTH AGED 13-17.**

Online Application Deadline: Monday, September 18, 2023, 5:00 P.M. (HST)

Updated July 11, 2023
HAWAI'I COMMUNITY FOUNDATION
HONOLULU, HAWAI'I

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This FO contains 38 pages.

NOTICE TO APPLICANTS

Funding Opportunity

Proposals are sought for a vendor to develop and implement three (3) separate coordinated marketing programs for the Hawai'i Tobacco Prevention and Control Trust Fund. The initial contract will be for 12 months from July 1, 2024, to June 30, 2025, with optional renewals of five (5), 12-month periods based on satisfactory performance and availability of funding. The anticipated annual budget will be between \$1,500,000.00 (One Million Five Hundred Thousand Dollars) and \$2,000,000.00 (Two Million Dollars) per year.

Funding Opportunity Availability

A copy of the Funding Opportunity (FO) 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, September 18, 2023, 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 late October 2023.

1. INTRODUCTION

1.1 PURPOSE OF THE FUNDING OPPORTUNITY

The purpose of this Funding Opportunity (FO) is to contract for the services of a vendor to design and implement three (3) separate and coordinated communications programs to:

1. Increase Promotional Reach and Referrals for the Hawai'i Adult Tobacco Cessation program to help adults in Hawai'i who use tobacco, to quit (Hawai'i Tobacco Quitline);
2. Increase Awareness and Enrollment for the Hawai'i Youth Cessation program by electronic smoking device (ESD) users aged 13-17 (My Life, My Quit); and
3. Promote Prevention of ESD use by Hawai'i youth aged 13-17 (Escape the Vape Hawai'i).

Tobacco use is a serious worldwide health problem. In Hawai'i, it causes more preventable disease, death and disability than any other health issue. Currently in Hawai'i, the adult combustible cigarette smoking prevalence rate is 10.6%.¹ There are still over 109,900 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 exceed \$526 million annually.² In addition, the usage of electronic

¹ State of Hawai'i Behavioral Risk Factor Surveillance System. See, https://hhdw.org/report/query/result/brfss/SmokeCurrent/SmokeCurrentAA11_.html

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

nicotine delivery systems or electronic smoking devices (ESDs)³ by youth has rapidly increased in Hawai‘i: the current statewide user rate for middle school is the highest in the nation, and is the second highest for high school. 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, Middle and High School, YRBS, 2017, 2019, 2021⁴

Grade level	Current use ⁵			Ever Tried		
	2017	2019	2021	2017	2019	2021
Middle School						
State	15.7	17.7	6.7	27.0	30.6	12.8
Hawai‘i County	23.0	20.3	9.3	35.8	36.2	16.4
Honolulu County	13.4	16.4	5.7	23.8	28.1	11.1
Kaua‘i County	18.5	22.5	7.6	30.0	37.1	15.3
Maui County	18.3	18.7	7.7	32.1	33.4	15.2
High School						
State	25.5	30.6	14.8	42.3	48.3	32.4
Hawai‘i County	34.1	35.4	21.5	49.6	56.5	39.7
Honolulu County	22.0	28.0	12.6	39.0	44.5	29.7
Kaua‘i County	31.3	35.9	16.0	45.3	51.6	35.4
Maui County	32.3	36.4	18.0	50.7	58.1	36.6

Cigarette use prevalence rates for Hawai‘i high school youth have dropped from 29.2% in 1997 to 3.0% in 2021.⁶ 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.⁷ 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 persists 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.

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> accessed on July 7, 2023

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

⁶ Hawai‘i Youth Risk Behavior Survey 2021, Department of Health.

⁷ 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>

Nationally, 30% of regular ESD users reported using Tetrahydrocannabinol (THC).^{8,9} Youth who are using ESDs have a higher risk of transitioning to combusted tobacco (cigarettes) compared to youth who do not use ESDs.¹⁰ A growing body of research is documenting other youth health risks caused by nicotine and the other inhaled ingredients from ESDs.¹¹

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 28.2% of Hawai'i high schoolers have reported that the availability of flavors is a reason they use ESDs.¹² 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.¹³ Cessation support for youth presents unique challenges and considerations, including the need for targeted media outreach to promote program participation. A recent North American Quitline Consortium (NAQC) survey found that 92% of state quitlines offer cessation services for youth. However, only 19 states reported conducting special outreach to youth who vape, and only 479 youths received quitline cessation services nationwide in 2021 (an average of 40 youth per month).

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. This contract is contingent on HCF executing a new contract with DOH to manage the Trust Fund investments and programs. The new contract is expected after this FO is released but before the due date for proposals. HCF is not liable for any work, expenses, loss of profits, or any damages whatsoever incurred by FO applicants prior to the awarding of this contract.

Once the FO selection process is completed and a contract is executed between HCF and the Vendor, HCF will be responsible for fiscal administration of the contract. Oversight and direction of the design and implementation of the contracted communications programs will be the responsibility of the Chronic Disease Prevention and Health Promotion Division of DOH. 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 oversees and directs the vendor operating the Hawai'i Tobacco Quitline.

⁸ 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

⁹ 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 Prevalence of Cannabis Use in Electronic Cigarettes Among US Youth Letters." *JAMA Pediatrics* 172, no. 11 (Nov 1, 2018): 1097–99. <https://doi.org/10.1001/jamapediatrics.2018.1920>.

¹⁰ Berry, Kaitlyn M., Jessica 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>.

¹¹ See, for example: https://www.cdc.gov/tobacco/basic_information/e-cigarettes/index.htm

¹² Hawaii Youth Tobacco Survey 2019, Department of Health.

¹³ Hawaii Youth Tobacco Survey 2019, Department of Health.

1.3 PROGRAM GOALS

Adult Tobacco Cessation. 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 Hawai‘i Tobacco Prevention and Control Plan 2030¹⁴ prioritizes specific populations that are at greatest risk for tobacco use. These are the priority populations under this FO. The Vendor will work under the direction of DOH to design and implement the communication program for the Trust Fund. The major goals of the communication program are to:

- Effectively increase promotional reach through mass media, non-mass media, digital/social media, and healthcare provider and community organization referral to achieve an overall promotional reach of 2% of adults in Hawai‘i who use tobacco in the first 12 months, and if the contract is renewed, increasing to 2.5% by the end of the full 6-year term.
- Deliver a media campaign in line with CDC recommendations targeted to adults in Hawaii who use tobacco, reaching a minimum of 75% of the target audience per quarter with a minimum of 1200 broadcast gross rating points (GRPs) per quarter. (The applicant should document its methodology for calculating message delivery and provide documentation of quarterly GRPs.)
- Increase the number of referrals from health care providers and community organizations to 100 in the first 12 months; and if the contract is renewed, increasing to 300 health care provider and community organization referrals per year by the end of the full 6-year term.

Youth ESD Cessation. The Youth cessation program is a free and confidential service for Hawai‘i youth aged 13-17 who want help quitting all forms of tobacco including ESDs. The program provides online extensive tobacco treatment with specialists, and psychosocial development from a psychologist and professors specializing in adolescent tobacco prevention. The major goal of the communication program is to:

- Increase Youth Cessation program awareness and enrollments to 103 Hawai‘i youth ESD users aged 13-17 per year through mass media, non-mass media, and digital/social media and any other strategies.

Youth ESD Prevention. The Youth ESD Prevention program priority population under this FO is Hawai‘i youth aged 13-17, with emphasis on youth who are not using ESDs or who have only experimented, to prevent them from becoming regular users.¹⁵ The major goals of the youth ESD prevention program are to:

- Deliver anti-vaping messages to Hawai‘i youth via mass media, non-mass media, and digital/social media to prevent youth vaping.
- Messages should be delivered to at least 85% of middle and high school youth statewide annually and, as a secondary indicator, be recalled by at least 75% of middle and high school youth statewide annually. The Vendor will assess campaign delivery goals and document its data source for the denominators. Campaign recall will be assessed by an external evaluation.

¹⁴ The 2030 Plan can be found at: https://hhsp.hawaii.gov/assets/pdf/HHSP_Tobacco_Plan_WEB.pdf

¹⁵ Messages and resources should differ from youth who already regularly use ESDs and/or are addicted to nicotine, including cessation assistance.

2. CURRENT PROGRAMS

2.1 OVERVIEW

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 components such as:

- I. State and Community Interventions – Include supporting and implementing programs and policies to influence societal organizations, systems, and networks that encourage and support individuals to make behavior choices consistent with tobacco-free norms.
- II. Mass-Reach Health Communication Interventions - An effective state-level, mass-reach health communication intervention delivers strategic, culturally appropriate, and high-impact messages through sustained and adequately funded campaigns that are integrated into a comprehensive state tobacco control program.
- III. Cessation Interventions – Cessation activities can focus on three broad goals: (1) promoting health systems change; (2) expanding insurance coverage of proven cessation treatments; and (3) supporting state Quitline capacity.
- IV. Surveillance and Evaluation – The process of continuously monitoring attitudes, behaviors, and health outcomes over time.
- V. Infrastructure, Administration and Management – A fully functioning infrastructure must be in place to achieve the capacity to implement effective interventions.

In addition, the Trust Fund activities align with the work of the DOH and other organizations to implement the current statewide Hawai‘i Tobacco Prevention and Control Plan 2030 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 youth and adults.
- Eliminate exposure to secondhand smoke.

Tobacco Cessation Programs. An important component of Hawai‘i’s comprehensive tobacco cessation and 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 healthcare providers and community organizations. HTQL participants include tobacco users from the general population, who self-identify in the HTQL intake process. For tobacco users who are ready to quit, HTQL services include proactive multiple-call telephonic coaching, free nicotine replacement therapy (patches, lozenges, and gum), and text- and web-based support. The HTQL is operated by a vendor, National Jewish Health.

The HTQL offers a youth cessation program called My Life, My Quit (MLMQ) through National Jewish Health. MLMQ is a free and confidential service for youth aged 13-17 who want help in quitting all forms of tobacco including ESDs. Teens can access the program via phone (855-891-9989), short code text (36072), or web (hawaii.mylifemyquit.org) and register to receive one-on-one comprehensive coaching sessions.

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 populations with the highest prevalence rates of tobacco use in accordance with the Hawai‘i Tobacco Prevention and Control Plan 2030. 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.

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.

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.

Health Communications Program. In conjunction with support for the adult cessation program, the Trust Fund has supported a health communications program to raise public awareness of its services and generate interest in enrolling. The Trust Fund currently supports a health communications contract to promote the HTQL through June 30, 2024. Through this FO, the Trust Fund seeks to continue promoting the adult cessation program, the youth cessation program, and ESD use prevention.

Surveillance and Evaluation. The Trust Fund has been working for many years to support methodologies that can monitor and document key short-term, intermediate, and long-term outcomes. Data from surveillance and evaluation can be used to inform program and policy directions, demonstrate program effectiveness, monitor progress on reducing health disparities, ensure accountability to those with fiscal oversight, and engage partner organizations. It is the expectation of this FO that the Health Communications vendor will cooperate with the external evaluator and participate in the Joint Vendor meetings to mutually assess challenges and opportunities to support reaching cessation goals.

2.2 RESOURCES

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

Publication	Source	Website	Description
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Hawai'i Tobacco Prevention and Control Plan 2030	Hawai'i State Department of Health, Chronic Disease Prevention & Health Promotion	https://hhsp.hawaii.gov/assets/pdf/HHSP_Tobacco_Plan_WEB.pdf	The current Hawai'i statewide comprehensive tobacco control plan
HTQL website	Hawai'i Tobacco Quitline	http://hawaiiquitline.org/	HTQL services and information
ETVH website	Escape the Vape Hawai'i	https://escapethevapehi.com/	ESD use prevention information
MLMQ website	My Life My Quit Program	https://hawaii.mylifemyquit.org/index	MLMQ 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/guides/pdfs/2014/comprehensive.pdf	Guidelines on components of comprehensive tobacco control program
Behavioral Risk Factor Surveillance System	Hawai'i State Department of Health	https://hhdw.org/wp-content/uploads/2023/05/2021-HIBRFSS-Questionnaire-7-2-2021.pdf	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 of quitlines
Media Campaign Resource Center	Centers for Disease Control and Prevention	https://nccd.cdc.gov/MCRC/Index.aspx	Free and low-cost tobacco education campaign materials
Health Communications in Tobacco Prevention and Control	Centers for Disease Control and Prevention	https://www.cdc.gov/tobacco/stateandcommunity/guides/pdfs/health-communications-508.pdf	Guide to help tobacco control staff and partners implement evidence-based best practices by translating research into practical guidance.
Healthy Hawai'i Strategic Plan 2030	Hawai'i State Department of Health	https://hhsp.hawaii.gov/	DOH public health framework for tobacco control

3. SCOPE OF WORK

3.1 PROGRAM DESIGN AND GOALS

See Appendix A for key benchmark definitions

Adult Cessation. Based on the 2030 Plan, the Vendor will work with DOH to develop an overall communication campaign that includes but is not limited to “How to Quit” and “Why to Quit” to market to adults in Hawai‘i who use tobacco who are in the “ready to quit” (preparation/determination) stage of change. The overall communication program design and goals are described in the table below:

Purpose	➤ Increase overall promotional reach of the Tobacco Quitline.
Target	➤ Adults in Hawai‘i who use tobacco.
Messaging	➤ Identify new and existing messages and test in Hawai‘i to create tailored, effective, culturally and geographically relevant messages. How to Quit; Why to Quit; others to be determined by DOH.
Impact	➤ Increase promotional reach to 2% for the first 12 months and increasing to 2.5% by the end of the full 6-year term of the contract, if the contract is renewed. ¹⁶ (Note: promotional reach targets may be revisited annually.) ➤ Increase the number of referrals from health care providers and community organizations to 100 in the first 12 months and increasing to 300 per year by the end of the full 6-year term, if the contract is renewed.
Secondary Impact	➤ Increased quit attempts by adults in Hawai‘i who use tobacco. ➤ Increased quit attempts by adults in Hawai‘i who use tobacco referred by health care providers and community organizations.
Short term outcome	➤ 2% increase in awareness of the program among tobacco users in the general population for the next 12 months.

Youth ESD Cessation. Based on the 2030 Plan, the Vendor will work with DOH to develop an overall communication campaign that includes but is not limited to “How to Quit” and “Why to Quit” to market to youth ESD users aged 13-17 who are in the “ready to quit” (preparation/determination) stage of change. The overall communication program design and goals are described in the table below:

Purpose	➤ Increase Youth Cessation program awareness and enrollments.
Target	➤ ESD users identified in the 2030 DOH Strategic Plan (youth aged 13-17 who have used e-cigarettes 1 or more times in the past 30 days).
Messaging	➤ Identify new and existing messages and test in Hawai‘i to create tailored, effective, culturally and geographically relevant messages. How to Quit; Why to Quit; others to be determined by DOH.
Impact	➤ Increase the enrollments in the Youth ESD Cessation program to 103 teens in the first 12 months through mass media, non-mass media, and digital/social media and any other strategies. The 103 equates to about 1% of the Youth High School 3-year average count of 10,300 e-cigarette current use (2017, 2019, 2021 YRBS). (Note: program enrollment targets may be

¹⁶ The 2% benchmark equates to about 2,309 adult tobacco users per year, assuming 115,430 tobacco users based on current population estimates and prevalence.

	revisited annually).
Secondary Impact	➤ Increased quit attempts by youth ESD users aged 13-17.

Youth ESD Prevention. Based on the 2030 Plan, the Vendor will work with DOH to develop a youth ESD use prevention communications campaign. Program design and goals are described in the table below:

Purpose	➤ Promote ESD use prevention for youth under aged 13-17.
Target	➤ Hawai'i youth aged 13-17 who are not using ESDs or who have only experimented, to prevent them from becoming regular ESD users.
Messaging	➤ Identify new and existing messages and test in Hawai'i to create tailored, effective, culturally and geographically relevant messages for youth aged 13-17 in Hawai'i.
Impact	➤ Delivered messages must reach at least 85% of middle and high school youth on all islands by the end of the first contract year. The applicant should document its methodology for calculating this goal, and its data source for the denominator. Any change regarding the % reach should be presented for approval by DOH. (Note: reach targets may be revisited annually.)
Secondary Impact	➤ Raise awareness and understanding of the facts about ESDs among parents and other adult influencers of Hawai'i youth. The applicant should document its strategy for achieving this goal, propose a methodology for measuring progress, and identify data sources to be used.

Applicants are asked to submit a proposal that implements all program strategies 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 June 30, 2025, and for possible subsequent contract renewals up to June 30, 2030.

3.2 PROGRAM TIMELINE

The components of the three (3) 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 identify new and existing messages and test in Hawai'i to create tailored, effective, culturally and geographically relevant messages, 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: Current data collection and outcome monitoring and evaluation (i.e., calls and website enrollments, quit attempts, quit rates, satisfaction, and increased awareness) will continue to be provided by the independent evaluator but media metrics (e.g., GRPs, impressions/reach, click-through-rates, view-through-rates, cost per click, landing page/website hits, public relations metrics, including number of news stories, estimated audience reach and others) must be provided by the Vendor. 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 Vendor will be expected to make the appropriate adjustments. Vendor 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 1-year term of the contract and during possible subsequent contract renewals up to June 30, 2030. Work on all programs will occur simultaneously, but the timing of cycle components for each program can be independent.

3.3 PROGRAM DELIVERABLES

Applicants are encouraged to develop detailed descriptions of the proposed deliverable components for the initial 12-month term of the contract and descriptions of the projected deliverable components for the possible subsequent contract renewals up to June 30, 2030.

Adult Cessation. Proposed deliverables should follow the guidelines in the table below:

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. 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 adults in Hawai‘i who use tobacco. ✓ Marketing strategies to create referrals from healthcare providers and community organizations. ✓ Develop at least 3 different creative concept proposals before any promotional media campaign.

Multi-media and marketing program	<ul style="list-style-type: none"> ✓ Communications materials and activities executed according to Marketing Plan. ✓ Summary report after implementation of each creative.
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Youth ESD Cessation. Proposed deliverables should follow the guidelines in the table below:

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 youth engagement and/or cessation 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 cessation goals. ✓ Messages based on evidence-based models of behavior change and youth. ✓ Marketing strategies to help youth ESD users aged 13-17 in Hawai‘i, to quit. ✓ Develop at least 3 different creative concept proposals before any promotional media campaign.
Multi-media and marketing program	<ul style="list-style-type: none"> ✓ Communications materials and activities executed according to Marketing Plan. ✓ Summary report after implementation of each creative.

Youth ESD Prevention. Proposed deliverables should follow the guidelines in the table below:

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 and prevention of ESD use by youth aged 13-17. ✓ Marketing strategies to prevent youth initiation of ESD use. ✓ Develop at least 3 different creative concept proposals before any promotional media campaign.
Multi-media and marketing program	<ul style="list-style-type: none"> ✓ Communications materials and activities executed according to Marketing Plan. ✓ Summary report after implementation of each creative.

Applicants should anticipate that during the first three months of the 12-month contract (formative research and development period) they will be required to launch two existing campaigns created during the previous contract. The Applicant should therefore propose a campaign launch budget with a duration of 12 weeks for one ESD use prevention campaign and one adult cessation campaign via mass media, non-mass media, and digital/social media using existing message packages from the previous promotion campaign(s) as directed by DOH.

3.4 ASSESSMENT GUIDELINES FOR DELIVERABLES

Assessment of deliverables for all programs submitted by the Vendor will include the following criteria:

- Plans effectively utilize published evidence-based best practices or the results of Vendor'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 Hawai'i's audiences.
- Creative development effectively targets priority populations identified in the 2030 Strategic Plan for HTQL promotion, and effectively targets youth audiences for ESD use prevention and cessation.
- Materials are tested with target audiences and shown to be effective.
- Media buying and creative execution strategies effectively target 1) Adults in Hawai'i who use tobacco, healthcare providers and community organizations for HTQL promotion, 2) ESD users in Hawai'i aged 13-17 on all islands for ESD use cessation, 3) Hawai'i youth

aged 13-17 on all islands for ESD use prevention and 4) maximize the use of PSAs for all 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 peer and social group identification and characteristics to describe the priority populations of Hawai'i are encouraged. In general, these strategies require analysis of the social groups that priority populations identify with, identification of the influencers within those social groups, and strategies to reach influencers and persuade them to become spokespersons.

While the work plans, timelines, and deliverables for all programs are intended to assist DOH and the Vendor 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.

The HTQL/MLMQ program 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/MLMQ program vendor will be coordinating the staffing of HTQL/MLMQ programs and cessation treatment services with marketing program schedules. In addition, DOH and the HTQL/MLMQ program vendor will coordinate the content and design of the telephonic and website customer service interfaces for the enrollment process with the content and design of HTQL/MLMQ promotion messaging to provide a seamless experience for participants.

The existing communications contract (covering HTQL/MLMQ, Youth ESD Cessation, and Youth Prevention programs) is due to expire on June 30, 2024. If there is a transition of services to a new vendor, it will be coordinated by DOH, including the transition of materials and web services as needed. The new vendor will be responsible for all paid media broadcast starting on 7/1/2024.

3.6 PROPOSAL BUDGET

Applicants should provide budget estimates for each component of all 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 between \$1,500,000.00 (One million Five Hundred Thousand Dollars) and \$2,000,000.00 (Two Million Dollars) 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 Vendor, its subcontractors (if any), or to any talent hired by Vendor. All Vendor management and staff,

subcontractors, and hired talent shall be notified in writing regarding the terms of this paragraph.

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

3.11 TERM OF AGREEMENT

The Agreement for Services shall commence on July 1, 2024 and shall be in effect for TWELVE (12) months, expiring on June 30, 2025 unless renewed. The contract term may be renewable up to 5 (five) additional, 12-month periods based on satisfactory performance ending on June 30, 2030,

upon mutual agreement of DOH, HCF, and Vendor. The contract is subject to the 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 B).
- Proposal Narrative (see Appendix C).
- Additional documents:
 - Logic Model (see Appendix D).
 - Work Plan Timeline (see Appendix E).
 - Staff and Subcontractor Allocations (see Appendix F).
 - Media Schedule and Buy (no template).
 - Budget Forms (see Appendices G and H).

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 the three 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 Malia Maier, Program Officer at mmaier@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 Monday, September 18, 2023.** 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 FO may be disqualified.

4.4 QUESTIONS ABOUT FO

Questions about the FO should be submitted by email only to Malia Maier, Program Officer, at mmaier@hcf-hawaii.org. **The deadline to submit questions is September 11, 2023, 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 FO 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 three programs' 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 2023 meeting. Thereafter, HCF will offer a contract to the approved applicant based on the proposal, scope of work, and budget for the 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 Agreement for Professional Services is attached as Appendix I. Additional contract terms and attachments may be included in the final contract document.

APPENDICES

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APPENDIX A

KEY BENCHMARK DEFINITIONS

	Benchmark	Definition
Hawai'i Tobacco Quitline	Overall Promotional Reach	Total cigarette smokers who called the HTQL for questions or began enrollment divided by the total number of adult smokers in Hawai'i
	Quitline Awareness	Percentage of adult smokers who report being aware of HTQL among all current adult smokers in Hawai'i
	Referrals	Number of incoming referrals via fax, or online form, and electronic health record (if applicable)
Teen ESD	Reach – Campaign Delivery	Estimated percent of Hawai'i teens (aged 13-17) reached via messages delivered via any medium for the campaign
	Reach – Campaign Recall	Estimated percent of Hawai'i teens (aged 13-17) who show aided recall of campaign elements

APPENDIX B PROPOSAL LETTER

We propose to furnish and deliver any and all of the deliverables and services named in the Funding Opportunity (FO) to design and implement a program to promote the Hawai'i Tobacco Quitline, a program for youth ESD cessation, and 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 FO 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
or Social Security Number

Hawai'i General Excise Tax License Number

Applicant is: __Sole Proprietorship __Partnership __LLC __Corporation

State of registration/incorporation: __Hawai'i __ Other:

APPENDIX C

PROPOSAL NARRATIVE FORMAT

Proposal Narrative

Executive Summary

Section I: Organization Background, Team Composition, and Qualifications

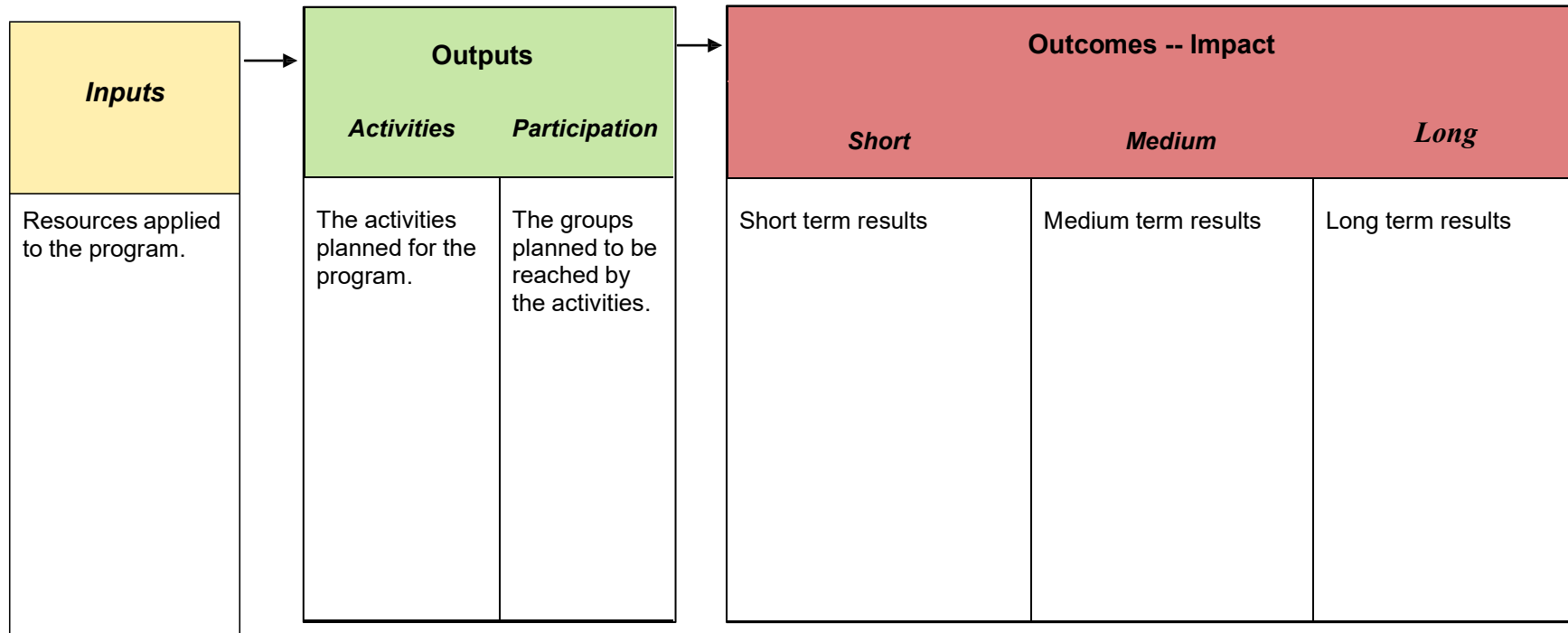
Section II: Past Projects and References

Section III: Overall Strategy

Section IV: Budget Narrative and Assumptions

APPENDIX D 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 three 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 E
PROPOSED DETAILED 12-MONTH TIMELINE WITH
6-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 F 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 G DETAILED 12-MONTH BUDGET JULY 1, 2024 TO JUNE 30, 2025

- “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, to include a campaign launch budget with a duration of 12 weeks for one ESD prevention campaign and one adult cessation campaign using mass media, non-mass media, and digital/social media using existing message packages from the previous promotion campaign(s) as directed by DOH.
- “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.
- “Contingency Costs” are funds to be used if additional costs and expenses are incurred, or unanticipated events or problems occur. These costs may not exceed 2% of the total budget.
- The budget presented should total between \$1,500,000.00 (One Million Five Hundred Thousand Dollars) and \$2,000,000.00 (Two Million Dollars).

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		
Contingency Costs		
Total		

APPENDIX H

PROGRAM DELIVERABLES BUDGET

JULY 1, 2024 TO JUNE 30, 2025

- Deliverables are items submitted to the Project Manager or designee 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 H. 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:				

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				

APPENDIX I
HCF AGREEMENT FOR PROFESSIONAL SERVICES



AGREEMENT FOR PROFESSIONAL SERVICES

Section One – Service Provider

Name: _____

Type: ☐ Individual ☐ Corporation ☐ LLC ☐ Partnership ☐ Other: _____

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

Print Name of Authorized Representative (if different from Signer)

The submission of this Agreement to the Service Provider shall be for examination purposes only, and does not and shall not constitute an offer by the Foundation to accept the Services. Execution of this Agreement by the Service Provider and the return of same to the Foundation shall not be binding upon the Foundation, notwithstanding any time interval, unless and until the Foundation has executed, dated and delivered this Agreement to the Service Provider.

(04-2021)



Service Provider: _____

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



Service Provider: _____

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 recommence 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 deliverables due to the Foundation and 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). Upon receipt of satisfactory deliverables, as determined by the Foundation, and the Service Provider's final invoice, if any, the Foundation shall make final payment to the Service Provider.
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.



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(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.