



HAWAI'I COMMUNITY FOUNDATION
Amplify the Power of Giving

2024 Funding Opportunity (FO)

Hawai'i Tobacco Prevention and Control Trust Fund

PUBLIC EDUCATION AND ADVOCACY PROGRAM

Deadline: Thursday, November 9, 2023, 5:00 P.M. (HST)

**SEPTEMBER 2023
HAWAI'I COMMUNITY FOUNDATION
HONOLULU, HAWAI'I**

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This FO contains 31 pages.

NOTICE TO APPLICANTS

Funding Opportunity

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 initial contract will be for 12 months from July 1, 2024 to June 30, 2025, with optional renewals of five (5) additional 12-month periods based on satisfactory performance and availability of funding. The anticipated budget will be up to SIX HUNDRED FIFTY THOUSAND Dollars (\$650,000.00) 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/strengthening/hawaii-tobacco-prevention-and-control-trust-fund>.

Deadline

Completed proposals must be received no later than **Thursday, November 9, 2023, 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 December 2023.

1. INTRODUCTION

1.1 Purpose of the Funding Opportunity

The purpose of this FO 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).

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 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		
Middle School	2017	2019	2021	2017	2019	2021
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

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>

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.

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. 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

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. The contract proposed in this FO is contingent on HCF executing a new contract with DOH to manage the Trust Fund investments and programs. The new HCF 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.

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>

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.

Once the FO selection process is completed and a contract is executed between HCF and the Vendor, HCF will be responsible for oversight and fiscal administration of the contract.

1.3 CURRENT PROGRAMS

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 – 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:

1. Reduce tobacco-related disparities in population groups in Hawai'i with the highest prevalence rates for tobacco use.
2. Prevent the initiation of tobacco use by youth and young adults.
3. Promote quitting among youth and adults.
4. 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 currently 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. Currently, there is a Youth ESD Prevention (YEP) grant program which has a cohort of 12 community organizations across the state. The grantees use the You and Me, Together Vape-free curriculum which is part of the Tobacco Prevention Toolkit that was created by Stanford University. The YEP program has delivered the Toolkit curriculum to over 3,000 students across the state.

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. The Coalition has focused on increasing understanding and awareness of the health risks of tobacco use and supporting changes to tobacco control policy. The youth advocacy group has focused on educating and empowering youth regarding the risks of tobacco use. Both 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 2023 passage of state legislation (SB 975, Act 62) taxing ESDs and e-liquids at the same level as other tobacco products and prohibiting the shipment of tobacco products to anyone other than licensed retailers. Currently, Trust Fund-supported public education and advocacy activities are provided by a vendor, Hawai'i Public Health Institute, under a contract with HCF that is scheduled to expire on June 30, 2024.

Health Communications Program. The Trust Fund has supported a two-part health communications program to 1) raise public awareness of the HTQL and generate interest in enrolling, and 2) discourage and prevent youth initiation of ESDs. The Trust Fund currently supports a health communications

contract with a vendor, Rescue Agency, through June 30, 2024.

Surveillance and Evaluation. For many years, the Trust Fund has supported independent evaluations to monitor Trust Fund programs and document key short-term, intermediate, and long-term outcomes. Data from surveillance and evaluation are 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.

1.4 OVERALL PROJECT GOALS

The goals of this FO 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. “Tobacco” includes ESDs containing nicotine.
2. To provide Hawai‘i’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 vendor will be expected to coordinate contracted activities with other Trust Fund programs and the DOH Tobacco Prevention and Control Section.

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 1.5: Partial List of Resources

Publication	Source	Website	Description
Hawai‘i Tobacco Prevention and Control Plan 2030	Hawai‘i State Department of Health, Chronic Disease Prevention & Health Promotion Division	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
Media Campaign Resource Center	Center 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.

2. SCOPE OF WORK

2.1 PUBLIC EDUCATION AND ADVOCACY

Applicants are asked to submit a proposal to achieve the goals of the FO 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.

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 Vendor during the term of the

contract, subject to final approval by HCF. Proposals should generally describe how a Planning Stage process will be conducted to create a detailed work plan, schedule, and budget in preparation for the legislative session during the term of the contract. The description should address all five Project Goals in Section 1.4 above. Proposals should also describe the process the Applicant intends to use to determine advocacy priorities for the 2025 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 Vendor to achieve the Project Goals described in Section 1.4 above. Proposals should generally describe how the Formative Stage will be conducted in preparation for the legislative session during the term of the contract. By the end of the Formative Stage, the Vendor 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.
3. Implementation Stage. The purpose of the Implementation Stage is to execute the public education and advocacy activities described in the Vendor's work plan to achieve the Project Goals described in Section 1.4 above. Since the priorities and content of these implementation actions are not yet known at the time applications are submitted, proposals should 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. After the Implementation Stage is completed at the end of the legislative session, the Vendor 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 Vendor will compile process and outcome data collected during the Implementation Stage, analyze the data and evaluate the results 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 the legislative session. The Vendor also will provide work-in-progress assessments in the quarterly reports to HCF. Applicant proposals should generally describe how and when Applicant will 1) assess the results of the legislative session, 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.

Achieving the Project Goal of policy change is often outside of the Vendor'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 Vendor 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 Vendor will be expected to work with HCF to develop and implement a quarterly reporting format to achieve the assessment goals.

In addition to these self-assessment activities and measures, the Vendor will be expected to fully participate in an independent evaluation of the Trust Fund's education and advocacy efforts. The goal of this evaluation is to provide a critical learning and adaptive opportunity for the Vendor, HCF, and the broader tobacco control advocacy community. This evaluation will be conducted by an external evaluator to be contracted by HCF. Participation may include, but is not limited to, interviews, meetings, and sharing of relevant documents (including all contract deliverables, Coalition membership lists, and other resources) with the evaluator throughout the contract term.

2.2 YOUTH EDUCATION AND ADVOCACY

Effective engagement of Hawai'i'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 twenty-five percent (25%) 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, taking into account the current state pre-emption law and ongoing repeal 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 Vendor will be required to coordinate its education and advocacy communications program with DOH and Trust Fund programs.

2.5 STAKEHOLDER PRESENTATIONS AND TRAININGS

The Vendor should develop and maintain content expertise on emerging trends in the tobacco and ESD

industries as part of its public education and advocacy work. Applicants are asked to include in their proposals a plan to stay updated on new trends and topics related to tobacco products, including ESDs, and to deliver presentations and trainings to Cessation Grants Program grantees, Youth Prevention Grants Program grantees, and other stakeholders as requested by HCF. Up to 12 presentations or trainings will be requested by HCF per contract year. Topics may include, but are not limited to, new products available or entering the market, new messaging, branding, and marketing tactics used by ESD companies, social media messaging to address and/or prevent ESD usage among youth, and emerging research on the health impacts of ESDs, among others.

2.6 OBJECTIVES, DELIVERABLES, AND INDICATORS

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

2.6.1 PROJECT DELIVERABLES FOR THE PLANNING STAGE

Deliverables Number	Deliverables
1.1	A completed and approved education and advocacy work plan and schedule for the 2025 legislative session and remainder of the contract. To be submitted to HCF no later than December 1, 2024.

2.6.2 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.

2.6.3 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.

2.6.4 PROJECT DELIVERABLES FOR ASSESSMENT STAGE

Deliverables Number	Deliverables
4.1	After the end of the 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.

2.6.5 PROJECT DELIVERABLES FOR STAKEHOLDER PRESENTATIONS AND TRAININGS

Deliverables Number	Deliverables
5.1	Materials used to deliver presentations and trainings requested by HCF, to be approved by HCF prior to delivery and to be shared with stakeholders following participation in trainings.
5.2	Completion of up to 12 presentations or trainings per year, as requested by HCF.

2.6.6 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. Quarterly Status reports should include the appropriate deliverables outlined in sections 2.5.1 – 2.5.5.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 updatesRequests for budget modifications prior to expenditure when line items are expected to be exceeded.

2.7 DESIGN AND MATERIALS

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

2.8 HCF RESPONSIBILITIES

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

2.9 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.
- Experience in public health education, advocacy, coalition building, and communications in the state of Hawai'i.
- Evidence of familiarity and competency with the diverse geographic and cultural communities of Hawai'i, including the ability to conduct education and advocacy activities with cultural relevance and sensitivity.

2.10 TERMS 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 FIVE (5) additional, 12-month periods based on satisfactory performance ending on June 30, 2030. The contract document will follow HCF's standard contract form in effect at that time. A copy of HCF's current Agreement for Professional Services is attached as Appendix E. 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 FO. 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 Deliverables Budget (Appendix D)
- Proposed Detailed 12-Month Budget (Appendix D-1)

3.3 ADDITIONAL SUPPORTING DOCUMENTATION

- Documentation demonstrating the Applicant's ability to lead an impactful, statewide education and advocacy effort that reflects understanding and respect for the diverse geographic and cultural communities of Hawai'i. A minimum of two (2) documents should be submitted.
- Letters of support addressing the Applicant's qualifications and relevant experience to accomplish the goals outlined in this FO. A minimum of two (2) letters should be submitted.

3.4 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.

3.5 SUBMISSION OF PROPOSAL

Applicants should submit proposals and all supplemental material by email addressed to Malia Maier, Program Officer at mmaier@hcf-hawaii.org. **Proposals must be received no later than 5:00 P.M. Hawai'i Standard Time on Thursday, November 9, 2023.** Any proposal delivered after this deadline will not be accepted. Submitted proposals that fail to comply with all requirements set forth in this FO can be disqualified.

3.6 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 Friday, November 3, 2023, 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 FO: <https://www.hawaiicommunityfoundation.org/strengthening/hawaii-tobacco-prevention-and-control-trust-fund>.

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 FO, 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 ESDs 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 no later than its March 2024 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 Funding Opportunity (FO) 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 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

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: An Annual 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
- Detailed Plan for the 2025 Legislative Session

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

- Deliverables and Activities
- Proposed Timeline

Section V: 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 education and advocacy work plan and schedule for the 2025 legislative session and remainder of the contract term after the 2025 session.

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 the 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 DELIVERABLES BUDGET
JULY 1, 2024 TO JUNE 30, 2025

Budget Category	Budget Amount	Estimated Completion Date	Estimated Invoice Submission Date
1.0 Planning Stage			
Deliverable 1.1			
2.0 Formative Stage			
Deliverable 2.1			
Deliverable 2.2			
Deliverable 2.3			
3.0 Implementation Stage			
Deliverable 3.1			
Deliverable 3.2			
4.0 Assessment Stage			
Deliverable 4.1			
Deliverable 4.2			
Deliverable 4.3			
Total			

APPENDIX D-1
DETAILED 12-MONTH BUDGET
JULY 1, 2024 TO JUNE 30, 2025

- "Stakeholder Engagement Costs" may include costs related to engaging individuals, entities, and the public to increase understanding and awareness of the health risks of tobacco use and to garner support and action for the program's advocacy goals. Engagement activities may include recruitment, coalition building, education, etc.
- "Education and Advocacy Communications Costs" are those costs related to the design and implementation of the education and advocacy communications strategy.
- "Youth Advocacy Costs" are those costs related to engaging, educating, and involving youth from all Hawai'i counties to develop an active advocacy role. This category should total at least 25% of the total budget.
- "Legislative Advocacy Costs" are those costs related to implementation of advocacy activities for the annual legislative session.
- "Individual Island Advocacy Costs" are those costs related to supporting and continuing island community efforts to create and implement innovative local tobacco control policy change.
- "Stakeholder Presentations and Trainings Costs" are those costs related to developing and maintaining content expertise on emerging trends in the ESD and delivering up to 12 presentations and trainings per year as requested by HCF.
- "Assessment Costs" are those costs related to assessment activities, including staff time, data collection and analysis, and reporting of results. Assessment Costs should total at least 5% of the total budget.
- "Project Management Costs" are those costs related to the administration of the Agreement for Services and may include all reporting, meeting, invoicing, and contract management costs.
- "Other Costs" are any other costs. Please describe and explain the costs.
- The budget presented should total up to \$650,000.00 (Six Hundred Fifty Thousand Dollars).

Budget Category (add additional line items to each category as needed)	Amount	Category Subtotal
Stakeholder Engagement Costs		
Education and Advocacy Communications Costs		
Youth Advocacy Costs		
Legislative Advocacy Costs		
Individual Island Advocacy Costs		
Stakeholder Presentations and Trainings Costs		
Assessment Costs		
Project Management Costs		
Other Costs		
Total		

APPENDIX E
HCF AGREEMENT FOR PROFESSIONAL SERVICES



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*)



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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

Exhibit C, Page 1

(05-2023)

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.