

REQUEST FOR PROPOSALS (RFP) NO. 24-7695  
TO  
PROVIDE MARKETING AND ADVERTISING SERVICES  
FOR  
UNIVERSITY OF HAWAI'I KAPI'OLANI COMMUNITY COLLEGE  
HONOLULU, HAWAI'I

JANUARY, 2024

BOARD OF REGENTS  
UNIVERSITY OF HAWAII  
HONOLULU, HAWAII

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Kapi'olani Community College, Honolulu, Hawai'i.

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TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE CONTAINED IN THEIR RFP  
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## NOTICE TO OFFERORS

The University of Hawaii RFP No. 24-7695, to Provide Marketing and Advertising Services for University of Hawai'i Kapi'olani Community College is issued and will be awarded through the State of Hawaii's electronic procurement system (HlePRO). **All proposal responses must be submitted electronically through HlePRO no later than 2:30 p.m., March 1, 2024.** Proposal received after the due date and time or received in a form other than electronically through HlePRO will not be considered.

Offerors are advised that they should not wait until the last minute to submit their proposal through HlePRO. Offerors are solely responsible for ensuring that their electronic submission through HlePRO is complete and all necessary files are attached to their offeror prior to the RFP due date and time. The University shall not be responsible for any delay or failure of any Offeror to submit any materials updated through the RFP process on a timely basis.

### **Electronic Procurement**

Offerors interested in responding to this electronic solicitation must be registered on HlePRO. To register, visit the following link: [https://hiepro.ehawaii.gov/videos/video/vendor\\_registration.html](https://hiepro.ehawaii.gov/videos/video/vendor_registration.html). Reference the Vendor Quick Reference Guide for additional information at <https://hiepro.ehawaii.gov/static-resources/VendorQuickReferenceGuide.pdf>.

HlePRO will be the system of record for the issuance of the the RFP, to receive the proposal requirements, issue Amendments, and make award for the RFP. Amendments and other information and materials provided through HlePRO, may include additions or changes with respect to the due date and time.

Special instructions in HlePRO related to this solicitation are incorporated herein and made a part of this RFP through reference. Offerors shall review all special instructions located in HlePRO.

### **Questions and Clarifications**

All questions and requests for clarifications must be submitted electronically through HlePRO. Questions must be submitted by **February 9, 2024**. Responses will be posted on **February 16, 2024**.

The University may refuse to answer any questions received outside of HlePRO or after the Questions/Answers deadline.

David Lassner  
President, University of Hawaii

Posting Date: January 29, 2024

***Vendors are responsible for notifying the Procurement Specialist Michele Elmore (e-mail: [mseimore@hawaii.edu](mailto:mseimore@hawaii.edu)) for accessibility concerns related to this RFP.***

NOTICE TO OFFERORS

## **SECTION 1 ADMINISTRATIVE OVERVIEW**

### **1.1 INTRODUCTION**

This Request for Proposals (RFP) issued by Kapi`olani Community College to solicit proposals from Offerors who wish to be considered to Provide Marketing and Advertising Services for the University of Hawaii Kapi`olani Community College, Honolulu, Hawaii.

The Kapi`olani Community College Public Information Officer shall be the CONTRACT ADMINISTRATOR with responsibility to ensure that the CONTRACTOR meets and maintains all the requirements of the contract.

### **1.2 AUTHORITY**

This Request for Proposals (RFP) is issued under the provisions of the Hawaii Revised Statutes, Chapters 103 and 103D. All prospective Contractors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective Contractor shall constitute admission of such knowledge on the part of such prospective Contractor.

### **1.3 RFP ORGANIZATION**

This RFP is organized into the following sections:

Section 1, Administrative Overview -- Provides Offerors with general information on the objectives of this RFP, procurement schedule, and procurement overview.

Section 2, Scope of Work -- Provides Offerors with a general description of the tasks to be performed, delineates University and Contractor's responsibilities, and defines deliverables.

Section 3, Proposal Requirements -- Describes the required format and content for the Offeror's proposal.

Section 4, Criteria to Evaluate Proposals -- Describes how proposals will be evaluated by the University of Hawaii.

Section 5, Special Provisions -- Provides Offerors the terms and conditions under which the work will be performed.

#### 1.4 SCHEDULE OF KEY DATES

The schedule of key dates set forth herein represents the University's best estimate of the schedule that will be followed. Any of the dates listed below may be changed at any time at the sole discretion of the Director, Office of Procurement Management:

RFP Advertised and Issued	January 29, 2024
Closing Date for Submission of Questions	February 9, 2024
University Response to Offeror's Questions	February 16, 2024
Closing Date for Receipt of Proposals	March 1, 2024
Proposal Review Period	March 4 – March 15, 2024
Contractor Selection and Award (Tentative)	March 18 – April 1, 2024
Contract Start Date (Tentative)	April 22, 2024

#### 1.5 SUBMISSION OF QUESTIONS

Offerors may submit questions via HlePRO. The deadline for submission of questions is no later than **4:00 p.m., Hawaii Standard Time, on February 9, 2024.**

Responses to question submitted via HlePRO will be made no later than 4:00 p.m., Hawaii Standard Time, on February 16, 2024.

#### 1.6 SUBMISSION OF PROPOSALS

Offerors shall read, complete, and submit all required information as specified in the Request for Proposals. All proposals must be submitted via HlePRO by the date and time specified on the NOTICE TO OFFERORS. No hardcopy proposals will be accepted.

#### 1.7 COSTS FOR PROPOSAL PREPARATION

Any costs incurred by Offerors in preparing or submitting a proposal shall be the Offeror's sole responsibility.

## 1.8 DISQUALIFICATION OF PROPOSALS

The University reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the scope of the work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.

An Offeror may be disqualified and the proposal may be automatically rejected for any one or more of the following reasons:

1. The proposal shows any noncompliance with applicable law.
2. The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.
3. The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.
4. The Offeror is debarred or suspended.

## 1.9 PROCUREMENT OFFICER

This RFP is issued by the Office of Procurement Management, University of Hawaii. The Procurement Officer responsible for overseeing the contract is Karlee Hisashima , Interim Director of the Office of Procurement Management.

## 1.10 TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The individual listed below is the Technical Representative of the Procurement Officer (TRPO):

Lisa Yamamoto  
Public Information Officer  
Kapi'olani Community College  
Telephone: (808) 734-9136  
Email: lisany@hawaii.edu

#### 1.11 ISSUING OFFICER

The individual listed below is the issuing officer and the official contact for all communication regarding this RFP:

Michele Elmore  
Office of Procurement Management  
University of Hawaii  
1400 Lower Campus Road, Room 15  
Honolulu, Hawaii 96822  
Phone: (808) 956-2122  
Email: mselmore@hawaii.edu

#### 1.12 CHANGES TO CONTRACTOR'S FEE

It is recognized that audit disallowances and other changes may require adjustments in the compensation due to the Contractor. In the event that future actions would either disallow or minimize the payments already made to the Contractor, the Contractor shall assist the University in defending the correctness of the claim for reimbursement. If the disallowance or adjustment is upheld, then the Contractor will participate in the payback to the extent the amount of the disallowance or adjustment contributed to the total fee received by the Contractor. Payment to the University shall be made within THIRTY (30) calendar days from which official notice is received by the Contractor from the University.

#### 1.13 RFP AMENDMENTS

The University reserves the right to amend the RFP any time prior to the closing date for best and final offers.

#### 1.14 AWARD ON INITIAL PROPOSALS

The University may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best terms.

#### 1.15 AVAILABILITY OF FUNDS

Offerors are advised that the award of this contract is contingent upon availability of funds. If funds are not available, the University reserves the right not to make award of this contract.

1.16 NOTICE TO PROCEED

The University shall not be responsible for work done, even in good faith, prior to the University's Notice to Proceed unless specific provisions are made in the contract.

1.17 RFP SUBMITTALS BECOME PROPERTY OF THE UNIVERSITY

All proposals and other material submitted shall become the property of the University and may be returned only at the University's option.



## SECTION 2 SCOPE OF WORK

### 2.1 PURPOSE

To obtain the services of a CONTRACTOR to provide marketing and advertising services for Kapi'olani Community College, in accordance with such policies as may be promulgated by the University of Hawai'i, within the [graphic standards](https://www.hawaii.edu/offices/communications/standards/graphics-standards/) (https://www.hawaii.edu/offices/communications/standards/graphics-standards/) set by the University of Hawai'i System, and legal requirements of the [Americans with Disabilities Act](https://www.hawaii.edu/access/) (https://www.hawaii.edu/access/)

### 2.2 OBJECTIVES

Kapi'olani Community College administrators and marketing and communications seek to accomplish the following objectives for its marketing and advertising services:

- A. Build positive brand awareness about the College for both internal and external audiences.
- B. Image enhancement and new branding are anticipated to increase student enrollment.
- C. Build messaging for key target audiences.
- D. Maximize community outreach and general leads for prospective students interested in the College's programs.
- E. Strengthen and cultivate partnerships with businesses, high schools, and community organizations to boost referrals and engagement.
- F. Remain competitive in the marketing efforts of competing institutions and maintain or gain a competitive edge.
- G. Leverage digital platforms to promote the College and its programs locally and globally.

### 2.3 BACKGROUND

Kapi'olani Community College is an institution dedicated to empowering learners to achieve their personal, educational, and career goals. The College's mission is rooted in the spirit of 'āina, 'ōiwi, and the enduring legacy of Queen Julia Nāpelakapuokāka'e Kapi'olani. Kapi'olani CC provides open access to higher education opportunities to the diverse communities of Hawai'i through high quality certificates and associate

degrees, and transfer pathways that meets Hawai'i's workforce needs of today and tomorrow.

Kapi'olani CC is part of a statewide system of seven separately accredited community colleges that make up the University of Hawai'i Community Colleges (UHCC) which is a part of a larger ten-campus University of Hawai'i System. Each community college campus offers a different set of classes and programs and has its own unique personality and provisions while unified with one common goal – to serve our students and the community.

The College provides comprehensive, general education (the traditional first two years of a four-year degree) for transfer; educational pathways for two-year certificates or Associate's degrees; occupational education and non-credit instructional programs that meet the needs of Hawai'i's workforce. Kapi'olani Community College is well-known for its Health Science Programs (ex. Nursing, Radiologic Technology or RadTech, Emergency Medical Services or EMS, Respiratory Care Technician), Culinary Arts Program, and transfers the highest number of students to the University of Hawai'i Mānoa and University of Hawai'i West O'ahu.

The CONTRACTOR will need to understand our audiences: who they are, what are their characteristics as well as other audience background and demographics. The average age of our student body is 24.9 years old and students here extend well beyond "traditional" college students and prospective high school graduates. The College also serves adults, including displaced workers, career-changers, and those who are returning to college to complete a certificate or degree. Kapi'olani CC stands out among the seven UH Community Colleges because it serves the largest population of international students, accounting for approximately 9% of the entire student body. The College's marketing audience is broad in ethnicity, demographic attributes, educational background, and socio-economic circumstances.

The CONTRACTOR's work will support recruitment for Kapi'olani CC and building brand awareness, both locally and globally. The goal of the project is to have readily available assets for the College to use in advertisement, outreach, and recruitment. Agency's work is anticipated to be in use for the next 2-3 years.

## 2.4 DEFINITIONS

- A. CONTRACT – The written agreement between the parties, including but not limited to the Request for Proposal ("RFP") and its specifications, terms and conditions; solicitation addenda and contract amendments, if any; and will be the resulting Contract for Management Services.
- B. CONTRACT ADMINISTRATOR – Kapi'olani Community College Marketing and Communications will be directly responsible for monitoring the CONTRACTOR in fulfilling their responsibilities of the CONTRACT.

- C. CONTRACTOR – The person or the Organization with whom the UNIVERSITY has contracted for the provision of services and receipt of rights pursuant to this CONTRACT.
- D. OFFEROR – Any respondent to this RFP. The successful OFFEROR becomes the CONTRACTOR. Statements referring to the term “Offeror” generally indicate requirements by any respondent, which must be included in its proposal. Statements referring to “Contractor” generally indicate requirements that will become contractual obligations.
- E. PROPOSAL – The OFFEROR’S response to the RFP.
- F. RFP – The Kapi’olani Community College request for proposal 24-7695 for Marketing and Advertising Services.
- G. KAPI’OLANI COMMUNITY COLLEGE or COLLEGE – The campus and geographical location at which all services requested will be for and carried out as part of this RFP.
- H. UNIVERSITY – The corporate entity known as the University of Hawaii.
- I. VENDOR – Company that is contracted or subcontracted to provide services to the UNIVERSITY including all of its officers, employees, agents, and representatives.

2.5 STATEMENT OF WORK / SERVICES TO BE PROVIDED

- A. Branding Services
  - 1. Discovery – Brand audit, research and analysis
    - a. Conduct research exploring the value proposition and perceptions of Kapi’olani Community College among key internal and external stakeholders and information that represents the College. Evaluate the College’s brand identity to determine perception of the College, compared with strategic direction, mission, and/or goals.
    - b. Meet with key internal stakeholders to develop an understanding of the College’s Mission, strategic direction, and students, and an understanding of the campus culture and values.
    - c. Tour campus (in-person or virtually) to understand College’s environment and culture.
    - d. Synthesis of findings
  - 2. Strategy – Design and develop brand platform

- a. Provide a comprehensive brand strategy that is approved by the College, including positioning statement, tone, brand personality, differentiation, and value proposition that is unique to Kapi'olani Community College.

### 3. Visual Brand Identity and Messaging

- a. Create a list of key marketing messages and brand narrative tailored to target audiences.
- b. Design and test a visual representation of the brand identity, including mark, typeface/fonts, imagery, graphics, color palette, and other visual elements that aim to evoke a sense of pride for the College.
- c. Develop an identity system with toolkits and style guide to assist users in how the brand identity should be used in a variety of applications and in conjunction with programs or departments, including: print (flyer/brochure), digital (webpage, social media), outdoor, and additional collateral.
- d. Provide Kapi'olani Community College with all master versions including all original encapsulated postscript (EPS) files.
- e. Provide secondary marks (College department, programs, initiatives) to be consistent with College Branding as needed.
- f. Preview the above with key stakeholders for their buy-in and for the College's approval.

### B. Brand Collateral

#### 1. Print and Digital

- a. Design essential brand collateral such as flyer, brochure, email blast, invitations, social media ads, and PowerPoint template.
- b. Provide a maximum of THREE (3) rounds of edits that incorporate Kapi'olani Community College's feedback and edits.
- c. Provide all design/layout projects in the formats that enable easy reviewing, editing, printing, and distribution.

### C. Video and Photography Services

#### 1. Video

- a. Develop ideas and create storyboards for short videos that meet the College brand and mission for messaging, content, style, and length. The goal of the videos is to represent and showcase Kapi'olani Community College and inspire interest to attend the College.
- b. The following includes requested video services:
  - (1) Shooting b-roll
  - (2) Video editing/Animation
  - (3) Pre-roll spot creation :15, :30, :60 (one each)
  - (4) Script/Storyboard creation
  - (5) Directing, Coaching
  - (6) Audio Production
  - (7) Drone footage
- c. Produce videos in format that can be posted on YouTube, College website, broadcast, and social media. In both vertical and horizontal formats.
- d. The CONTRACTOR must assist Kapi'olani Community College with coordinating talent, filming locations and other details to assist with production of videos.
- e. The CONTRACTOR must use their own equipment throughout the entire production process.
- f. Usage rights: Kapi'olani Community College shall retain exclusively all rights to all photographs/videos made from any session performed under this contract.

## 2. Photography

- a. Provide photography that meet the College brand, mission, and showcases Kapi'olani Community College and its students:
  - (1) Action photography (candid individual, group, environmental shots)
  - (2) Classroom photography
  - (3) Portrait photography
  - (4) Panoramic photography
  - (5) Campus and other architecture, buildings, landscape
- b. The CONTRACTOR must utilize their own equipment throughout the entire production process.

- c. The CONTRACTOR will assist Kapi'olani Community College with coordinating models, photo locations and other details to assist with production of photos.
- d. The CONTRACTOR must provide images in RAW and jpg formats.
- e. Photos must be presented in a format for use on website, social media, videos, print, and PowerPoint.
- f. Usage Rights: Kapi'olani Community College shall retain exclusively all rights to all photographs/videos made from any session performed under this contract.

D. Media Buying Services in Digital Advertising

- 1. Provide services to assist Kapi'olani Community College with developing a comprehensive media buying plan and strategic media placement for digital advertising including:
  - a. Streaming video
  - b. Social Media
  - c. Display
  - d. Mobile
  - e. Online gaming
- 2. Develop key performance indicators and related analytics to measure and track engagement of target audiences

2.6 MINIMUM QUALIFICATIONS

Contractor shall have a minimum of FIVE (5) years' experience in market research, brand development, marketing and design. Contractor shall have demonstrated competence and professional qualifications necessary for successfully performing the work required. Contractor shall also have recent experience in successfully performing similar services, preferably for an educational institution, particularly an institution of higher education.

More than FIVE (5) years of highly progressive and extensive experience working with higher education agencies (community colleges, universities, technical colleges, and/or trades schools) in developing recruitment, marketing and brand awareness campaigns.

More than FIVE (5) years of highly progressive and extensive experience producing high quality videos and television commercials – including script writing, filming and post-production work.

List THREE (3) past and/or present clients with a brief description of the work you did/do for each account (respondent should include accounts with similar scope and/or purpose as is described in this request) and indicate the following: client name, a reference contact and telephone number.

Prior experience in developing successful marketing campaigns to be promoted on various media platforms including television, radio, targeted display ads, video pre-roll, social media, YouTube, music streaming and other platforms.

Selected firm must be available during standard Hawai'i business hours (8:00am-4:30pm, HST) to address concerns and issues regarding this project.

Video production team must be physically present in Hawai'i.

## 2.7 DESIRABLE QUALIFICATIONS

Contractor shall have knowledge about the Kapiolani Community College and the environment in which it operates.

At least ONE (1) senior team member must have experience coordinating communications or marketing with the University of Hawai'i.

## 2.8 QUALIFICATIONS AND EXPERTISE

The OFFEROR shall describe the firm's qualifications, experience and size. THE OFFEROR shall provide examples and evidence of the following that has been executed within the past 3 years.

- A. Cohesive branding and look/feel/tone for company, organization, or institution
- B. On-brand design and development of collateral marketing materials
- C. On-brand video production and photography
- D. Expertise and relevant success in digital marketing campaigns, data tracking, analytics, and reporting.

In addition, the OFFEROR shall identify the team it will use to provide goods/services. Professional background summaries of the key team members shall be included in the proposal.

## **SECTION 3 PROPOSAL REQUIREMENTS**

### **3.1 INTRODUCTION**

This section indicates the proposal requirements for this RFP which shall be submitted by the deadline set for submission of proposals. Fulfillment of all proposal requirements listed is mandatory for consideration of proposals.

The Proposal shall include the following subsections:

Proposal Letter

Business Classification

Offeror's Profile

Executive Summary

Technical Proposal

Schedule/Timeline

Qualifications and Expertise

Price Proposal

References

Offeror's proposals should include each of the appendices and be placed in the order provided in Sections 3.2 through 3.10. To assist the Offeror, a checklist and Appendices A through I are provided as a separate document.

### **3.2 PROPOSAL LETTER (APPENDIX A)**

The Proposal Letter shown in Appendix A shall be signed by an individual authorized to legally bind the Offeror, dated, and be affixed with the corporate seal (if corporate seal is available). If said individual is not the corporate president, evidence shall be submitted showing the individual's authority to bind the corporation. The fully executed proposal letter shall be submitted along with the proposal.

### **3.3 BUSINESS CLASSIFICATION CERTIFICATION STATEMENT (APPENDIX B)**

Offeror shall complete and submit the Business Classification Certification Statement document with the proposal.



3.4 OFFEROR'S PROFILE (APPENDIX C)

The OFFEROR's Profile form shown in Appendix C shall be completed in its entirety.

3.5 EXECUTIVE SUMMARY (APPENDIX D)

OFFEROR shall submit an Executive Summary outlining the key elements of the proposal.

3.6 TECHNICAL PROPOSAL (APPENDIX E)

OFFEROR shall provide a project narrative which describes the agency's approach, including strategies for meeting project objectives and the rationale for the agency's approach in response to Section 2 - Scope of Work.

3.7 SCHEDULE/TIMELINE (APPENDIX F)

OFFEROR shall provide a timeline for the project that falls within or close to a SIX (6) month period, including major milestones to achieve project objectives, described in Section 2 - Scope of Work.

3.8 QUALIFICATIONS AND EXPERTISE (APPENDIX G)

The OFFEROR shall describe the firm's qualifications, experience and size.

THE OFFEROR shall provide examples and evidence of the following that has been executed within the past 3 years.

1. Cohesive branding and look/feel/tone for company, organization, or institution.
2. On-brand design and development of collateral marketing materials.
3. On-brand video production and photography.
4. Expertise and relevant success in digital marketing campaigns, data tracking, analytics, and reporting.

3.9 PRICE PROPOSAL (APPENDIX H)

OFFEROR shall submit a proposal to accomplish the stated SCOPE OF WORK, described in Section 2 – Scope of Work. The price quote shall include all labor, services, travel, materials, overhead, applicable taxes, and any other incidental and operational expenses incurred by the CONTRACTOR in executing the stated SCOPE OF WORK. The price quote must be inclusive of all costs related to the creative process, design, administration, and implementation of the project. No other charges

or reimbursement of expenses will be allowed. Proposal should provide detail for each major category of expenses (examples include but not limited to production, creative direction, project management, etc.) in a spreadsheet format; this must include the number of hours, rate type and hourly rate for each.

### 3.10 REFERENCES (APPENDIX I)

The OFFEROR shall provide a minimum of THREE (3) references either educational, private non-profit or public sector for whom similar services have been provided. The names of companies, addresses, phone numbers and contact persons shall be furnished. The UNIVERSITY reserves the right to contact the references for additional information.

**SECTION 4  
CRITERIA TO EVALUATE PROPOSALS**

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly, and impartially. Contracts will be awarded to responsive, responsible OFFERORS whose proposals are determined in writing to be the most advantageous to the UNIVERSITY taking into consideration the evaluation factors set forth in this RFP.

A committee will evaluate and score each proposal submitted based on the following criteria:

4.1 The Offeror provides the mandatory requirements as follows:

Appendices A through I and meet the minimum qualifications.

4.2 Criteria for Proposal Evaluation and Scoring Method

The scoring and subsequent ranking of each proposal will be based on an average scoring method for technical merit (ability to meet scope of work/schedule), qualifications and expertise and price, which will be evaluated as follows:

<b>Category</b>	<b>Maximum Number of Points per Category</b>
Technical merit	30
Qualifications and expertise	50
Price	20
<b>Total Points</b>	<b>100</b>

4.2 Provides evidence that the Offeror meets the University’s Technical Requirements as follows:

<b>Technical Merit</b>	<b>Maximum Number of Points (30)</b>
Quality and feasibility of proposed work plan for carrying out the Scope of Work as described in the RFP. Proposed work plan should include a comprehensive project management plan and timeline for deliverables.	20
OFFEROR must demonstrate knowledge of Hawai'i in the context of higher education needs.	10

4.3 Provides evidence that the Offeror meets the criteria for Qualifications and Expertise as follows:

Qualifications and Expertise	Maximum Number of Points (50)
Clear and concise presentation of OFFEROR's experience, expertise, capacity, and qualified personnel to successfully meet the needs of the Scope of Work as described in the RFP. Provide at least three detailed examples that demonstrate evidence of effective marketing to mid/late adolescents (18-20), young adults (21-26), and/or mid-career populations (30-45) in Hawai'i.	10
Examples and proof of completed work, including examples of brand development, on-brand marketing collateral, and on-brand video production.	10
Clear demonstration, with examples, of relevant success in digital advertising, data tracking, analytics, and reporting	10
Quality of OFFEROR's references.	10
Clear demonstration, with examples, of working in and understanding of the diverse target audiences of the College in developing marketing and brand awareness.	10

4.4 Marketing and Advertising Services cost as follows:

Price	Maximum Number of Points (20)
<p>Overall, a maximum of ONE HUNDRED (100) points of the total evaluation points will be assigned to evaluate cost. In converting cost to points, the lowest cost proposal will automatically receive the maximum number of points. The point allocations for cost on the other proposals will be determined through the method set forth as follows:</p> <p>[Lowest Cost Proposal x 100 points (max.)] / [Offeror Proposal Cost] = Points</p>	20

**TOTAL POSSIBLE POINTS: 100 POINTS**

## **SECTION 5 SPECIAL PROVISIONS**

### **5.1 SCOPE**

Providing of Marketing and Advertising Services shall be in accordance with the terms and conditions of RFP No. 24-7695 and the General Provisions dated September, 2013 included by reference. Copies of the General Provisions are available at the Office of Procurement Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822 or the General Provisions may be viewed at: <https://www.hawaii.edu/procurement/vendor-info/terms-and-conditions/general-provisions-for-goods-and-services/>

### **5.2 TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)**

The Technical Representative of the Procurement Officer is Lisa Yamamoto, Public Information Officer, telephone (808) 734-9136, and email [lisany@hawaii.edu](mailto:lisany@hawaii.edu).

### **5.3 REFERENCES**

The UNIVERSITY reserves the right to contact the references named in Appendix I, REFERENCES, and to reject a proposal submitted by any OFFEROR whose performance on other projects has been unsatisfactory.

### **5.4 OPENING OF PROPOSALS**

Proposals will be opened at the date and time specified in Subsection 1.4, SCHEDULE OF KEY DATES, or as amended, at the proposal submittal office. The proposal opening will not be open to the public. Proposals may be available for public inspection upon notice of award and shall be available for public inspection after the contract is signed by all parties.

### **5.5 CONFIDENTIAL INFORMATION**

Offeror shall designate indicate those portions of the unpriced proposal that contain designated trade secrets or other proprietary data that are to remain confidential. The material designated as confidential shall be readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal.

### **5.6 CONTRACT INVALIDATION**

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

## 5.7 BEST AND FINAL OFFERS

Priority-listed offerors may be afforded the opportunity to submit best and final offers as determined by the University. If the University requests best and final offers, and the priority-listed offerors do not submit a new offer, their immediate previous offer shall be considered as their best and final offer. If best and final offers are requested, and after best and final offers are received, final evaluations will be conducted by the University for purposes of award of the contract.

## 5.8 TERM

The initial term of the contract shall be for ONE (1) YEAR commencing on the date designated in the Notice to Proceed. The first SIX (6) months of the initial year will be for deliverables and the subsequent SIX (6) months shall be used for any revisions or additional collateral material. Thereafter, the contract may be renewed from year to year for THREE (3) additional ONE (1) year periods (total of THREE [3] years), upon mutual agreement of the parties in writing, NINETY (90) days prior to the annual renewal date, contingent upon the availability of funds. In addition, Kapi`olani Community College may terminate this contract at any time, upon THIRTY (30) days prior written notice. The contract renewal periods, if the contract is renewed, shall cover any modifications to the market research, brand architecture and manual, and collateral materials if requested by the College. The hourly rate for professional services, including task description, would be in effect should the College request any of the modifications described herein.

## 5.9 INSURANCE

CONTRACTOR shall, and shall ensure that all CONTRACTOR Agents shall, during the entire term of the CONTRACT, at no cost to UNIVERSITY, procure and maintain, or cause to be procured and maintained, the following insurance described below, issued by an insurance company or companies authorized to do business in the State of Hawai'i with at least an A – VII Financial Rating according to the current edition of Best's Key Rating Guide:

### A. Required Insurance Coverage.

- (1) Commercial General Liability Insurance. Commercial general liability insurance written on occurrence basis covering claims with respect to injuries or damages to persons or property sustained as a result of the activities of the CONTRACTOR and/or the CONTRACTOR Agents within, on, or about the Premises and/or the UNIVERSITY Campus, with limits not less than the following:

Bodily Injury and Property Damage Combined Single Limit	
\$1,000,000.00	Each occurrence
\$2,000,000.00	General Aggregate per policy year
\$2,000,000.00	Products and Completed Operations Aggregate per policy year
Personal/Advertising Injury – Each occurrence	\$1,000,000.00
Medical Expenses -- Any one person	\$5,000.00
Damage to Rented Premises – Each occurrence	\$250,000.00

Personal/Advertising Injury coverage shall include coverage for mental injury, sexual harassment, sexual molestation or misconduct, invasion of privacy, and wrongful detention.

Such limits may be achieved through the use of umbrella/excess liability insurance sufficient to meet the requirements of this section 5.14 (Insurance) covering the CONTRACTOR’s conduct of the services on or within the Premises and/or the UNIVERSITY Campus and all of the activities and operations of the CONTRACTOR and the CONTRACTOR Agents in connection therewith.

- (2) Automobile Insurance. Automobile Liability Insurance to include coverage for any owned, non-owned, leased, or hired automobiles with limits of not less than the following:

Bodily Injury – Per Person	\$1,000,000.00
Bodily Injury – Per Accident	\$1,000,000.00
Property Damage – Each Accident	\$1,000,000.00
Basic No-Fault Insurance	As required by Hawai’i law

In the event there is a change in Hawai’i law regarding financial responsibility and insurance requirements of automobile owners or users which make this requirement obsolete, UNIVERSITY shall have the right to impose a new requirement consistent with the then Applicable Laws.

- (3) Workers’ Compensation Insurance. Workers’ Compensation insurance with respect to work by employees of the CONTRACTOR and the CONTRACTOR Agents on or about the Premises and/or the UNIVERSITY Campus, with coverage, amounts, and limits as required by law.

- (4) Employers Liability Insurance: Employers Liability Insurance with limits not less than:

Bodily Injury – Each Accident	\$1,000,000.00
Bodily Injury by Disease – Policy Limit	\$1,000,000.00
Bodily Injury by Disease – Each Employee	\$1,000,000.00

The CONTRACTOR shall ensure that the CONTRACTOR Agents (if any) obtain workers compensation and employer's liability insurance with the limits described herein to cover the work performed.

- (5) Professional Liability Insurance: Professional liability insurance coverage consisting of errors and omissions covering contractor against claims which may arise as a consequence of errors or omissions for any negligent actor or omission to act while rendering professional services under the Contract (including any such claims which may arise in connection with the services provided under the contract), with a minimum of \$1,000,000 per claim limit and \$2,000,000 aggregate limit. The provisions of this paragraph shall survive the expiration or earlier termination of the contract.

B. Common provisions. Each insurance policy that CONTRACTOR and/or any of the CONTRACTOR Agents are obligated to obtain under the CONTRACT shall be subject to the following:

- (1) Notice of changes. CONTRACTOR will be required to notify UNIVERSITY of any cancellation, limitation in scope, material change, or non-renewal of any insurance coverage right away (but no later than five (5) business days of receiving notice from the insurer).
- (2) UNIVERSITY insurance not primary. Insurance obtained by CONTRACTOR and/or any CONTRACTOR Agents pursuant to this CONTRACT will be primary and any UNIVERSITY insurance will apply only in excess of and not contribute with such insurance obtained by CONTRACTOR and/or any CONTRACTOR Agents.
- (3) Name UNIVERSITY as an additional insured. UNIVERSITY shall be named as an additional insured on all insurance coverage that CONTRACTOR and/or any CONTRACTOR Agent is required to obtain under the CONTRACT except for workers compensation and employers liability insurance.
- (4) Waiver of subrogation. All insurance obtained by CONTRACTOR will contain a waiver of subrogation endorsement in favor of UNIVERSITY.
- (5) UNIVERSITY not required to pay premiums. CONTRACTOR and CONTRACTOR Agents will be responsible for paying all costs associated with obtaining the required insurance coverage described in the CONTRACT, including all premiums. UNIVERSITY will not be responsible for paying any such costs.
- (6) Acceptable deductibles. The terms and amounts of any deductibles for the required insurance coverage under the CONTRACT must be reasonable and acceptable to UNIVERSITY based upon the type of insurance involved and the conduct of the services.



- C. Deposit insurance certificates. CONTRACTOR will timely deposit and keep on deposit with UNIVERSITY, certificates of insurance necessary to satisfy UNIVERSITY that the insurance requirements of the CONTRACT have been and continue to be satisfied during the term of the CONTRACT.
- D. UNIVERSITY may cure failure to obtain/maintain insurance. If CONTRACTOR fails to provide and maintain the insurance required by the CONTRACT after written notice to comply from UNIVERSITY, UNIVERSITY may, but shall not be required to, procure such insurance at the sole cost and expense of CONTRACTOR, who shall be obligated to immediately reimburse UNIVERSITY for the cost thereof plus ten percent (10%) to cover UNIVERSITY's administrative overhead.
- E. Lapse in insurance constitutes a breach. Any lapse in, or failure by CONTRACTOR or any CONTRACTOR Agents to procure and maintain the insurance coverage required under the CONTRACT, at any time during and throughout the term of the CONTRACT, shall be a breach of the CONTRACT and UNIVERSITY may terminate the rights of CONTRACTOR and all CONTRACTOR Agents to conduct the services.
- F. Insurance shall not limit CONTRACTOR liability. Obtaining the required insurance coverage will not be construed to limit CONTRACTOR's liability hereunder or to fulfill CONTRACTOR's indemnification, defense, and hold harmless obligations under the CONTRACT. Notwithstanding the required insurance coverage, Contractor shall be obligated for the full and total amount of any damage, injury, or loss arising from acts or omissions of CONTRACTOR and/or the CONTRACTOR Agents.
- G. UNIVERSITY may adjust insurance requirements. UNIVERSITY may, upon reasonable notice and reasonable grounds, increase or change the form, type, coverage, or coverage limits of the insurance required hereunder, in which event CONTRACTOR shall, and shall cause the CONTRACTOR Agents to, obtain insurance, as modified. UNIVERSITY's requirements shall be reasonable and shall be designed to provide protection against the kind and extent of risks that exist at the time a change in insurance is required. CONTRACTOR shall satisfy all UNIVERSITY risk management requirements that are in effect as of the Effective Date and as may be amended from time to time.

#### 5.10 PAYMENT

- A. The termination of the CONTRACT by default or otherwise shall not relieve the CONTRACTOR or UNIVERSITY of their obligations under the contract or for charges accrued while the CONTRACT was in effect but remaining unpaid at the time of termination.

- B. Any amounts owing by the CONTRACTOR under the terms of the CONTRACT shall bear interest from the date such amounts become due until paid. The rate of such interest shall be either (a) at the specific maximum rate, if any, then allowed by the appropriate sections of statutes of Hawaii, or any successor law or statute, or (b) if there is no such maximum rate, TWO (2) percentage points above the large business prime rate of interest then being charged by the bank principally used by the UNIVERSITY.
  
- C. The Contractor shall be remunerated upon submission of a properly executed original invoice and ONE (1) copy, indicating the contract number, to University of Hawai'i Kapi'olani Community College, Business Office, 4303 Diamond Head Road, Honolulu, Hawaii 96816.