



**STATE PROCUREMENT OFFICE
NOTICE OF REQUEST FOR EXEMPTION
FROM HRS CHAPTER 103D**

14 MAY -7 18:20

ADMINISTRATIVE
PROCUREMENT UNIT

TO: Chief Procurement Officer

FROM: Chronic Disease Prevention and Health Promotion Division
Name of Requesting Department

Pursuant to HRS § 103D-102(b)(4) and HAR chapter 3-120, the Department requests a procurement exemption for the following:

1. Describe the goods, services or construction:
Monthly advertising space (posters) containing primary prevention messages (physical activity, nutrition and tobacco) for teens/youth, displayed in high volume and geographic specific shopping malls throughout the state.

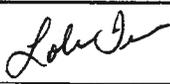
2. Vendor/Contractor/Service Provider:	Hawaii Malls, Inc.	3. Amount of Request:
		\$ \$116,890.20
4. Term of Contract From:	7/1/2014	To: 6/30/2015
		5. Prior SPO-007, Procurement Exemption (PE): 13-089BKa, 12-122K

6. Explain in detail, why it is not practicable or not advantageous for the department to procure by competitive means:
Vendor is the sole representative for advertising in shopping malls throughout the state.

7. Explain in detail, the process that will be or was utilized in selecting the vendor/contractor/service provider:
1) There are no other vendors for this service; 2) Program Manager identifies the target consumer and marketing modality; 3) Program Manager investigates the various sites' effectiveness in reaching the largest number of the target consumer; 4) Program Manager selects site(s) and works with the vendor (sole representative for a site) who contracts advertisements; 5) Contract is negotiated with vendor; and 6) This Request for Exemption is for the same target audience and contains the same mall advertisement locations as the prior exemptions cited above. The only change from the prior exemptions is the addition of physical activity and nutrition messages, in addition to the tobacco messages that ran previously in order to maximize advertising space and funding.

8. Identify the primary responsible staff person(s) conducting and managing this procurement. (Appropriate delegated procurement authority and completion of mandatory training required).

*Point of contact (Place asterisk after name of person to contact for additional information).

Name	Division/Agency	Phone Number	e-mail address
Lola Irvin 	CDPHP	586-4481	lola.irvin@doh.hawaii.gov

All requirements/approvals and internal controls for this expenditure is the responsibility of the department. I certify that the information provided above is, to the best of my knowledge, true and correct.



Department Head Signature

5-6-2014

Date

For Chief Procurement Officer Use Only

Date Notice Posted: 5.8.14

Inquiries about this request shall be directed to the contact named in No. 8. Submit written objection to this notice to issue an exempt contract within seven calendar days or as otherwise allowed from date notice posted to:

state.procurement.office@hawaii.gov

Chief Procurement Officer (CPO) Comments:

Approval is granted for the period 7/1/2014 to 6/30/2015 and based on the department's determination that Hawaii Malls is the single representative that has a statewide reach for advertising in malls. This approval is for the solicitation process only. Pursuant to HRS section 103D-310(c) and HAR section 3-122-112, the procuring officer shall verify compliance (i.e. vendor is required to be compliant on the Hawaii Compliance Express) for all contracts awarded, and award is required to be posted on the Awards Reporting System. Copies of the HCE certificate and awards posting are required to be documented in the procurement/contract file. If there are any questions, please contact Donn Tsuruda-Kashiwabara at 586-0565 or donna.tsuruda-kashiwabara@hawaii.gov.

Approved

Disapproved

No Action Required


Chief Procurement Officer Signature

7/29/14
Date

**CBS
OUTDOOR
MALL DIVISION
MALL AGREEMENT**

Customer Ref#/PO# HM 1068

Hawaii Department of Health "ADVERTISER/AGENCY" hereby contracts with CBS OUTDOOR (Outdoor) for the posting & maintenance (Service) of the outdoor advertising display as described below upon the terms and conditions set forth in this contract for a period of 12 Months commencing 7/01/2014 to 6/30/2015

CITY OR STATE	SHOPPING MALL(S)	# OF FACES	Monthly Net Rate
Hawaii	Various Malls, See Attachment for locations, monthly rates. Bonuses, Subject to availability	26 Static locations	\$ 9,315.01
		25 static locations	\$ 0.00
	Hawaii Taxes		\$ 425.84

ADVERTISER	<u>Chronic Disease Prevention and Health Promotion Division</u>	12 Mo. Total	\$ 111,780.12
		Hi. Taxes	\$ 5,110.08
		Total	\$116, 890.20

Advertiser agrees to pay any additional sales tax, where applicable.

Special Instructions

- Outdoor shall supply posters at Outdoor's expense upon receipt of approved-digitally formatted or camera-ready artwork. Any additional manipulation, which may be required to the artwork, will result in added charges to the Advertiser. Approved digitally-formatted or camera-ready artwork must be received by Outdoor no later than thirty days prior to the contracted start date.
- The Advertiser shall supply all posters, assuming the cost of poster production and shipping charges. All graphics are to be produced to Outdoor's specifications. Client supplied Production is required to be delivered to Outdoor seven working days prior to the contracted start date. Failure to deliver Production seven working days prior to the contracted start date will result in a delay of up to fifteen working days from receipt of Production for installation of display copy or \$50 per location for expedited installation within five working days of receipt of Production. If posters reach Outdoor after the contracted posting dates, Outdoor shall be entitled to payment for the full contracted period, even if partial or no display results. In the event of default in the payments under this contract, Outdoor may declare the contract terminated and the unpaid balance of the total contract amount immediately due and payable.

THIS CONTRACT CONSISTS OF THIS FRONT PAGE AND THE TERMS AND CONDITIONS ON THE BACK HEREOF AND IS SUBJECT TO THE APPROVAL OF THE GENERAL MANAGER. ALL PAYMENTS ARE DUE AND PAYABLE WITHIN THIRTY DAYS OF THE INVOICE DATE TO INFINITY OUTDOOR-PHOENIX, P.O. BOX 100920, PASADENA, CA 91189-0920.

CANCELLATION: BASED UPON NINETY (90) DAYS WRITTEN NOTICE OF AFFECTED POSTING DATE. ALL EXECUTED CONTRACTS FOR NOVEMBER/DECEMBER ARE NON-CANCELABLE.

Sales A.E.	<u>Harriet Mizuguchi, President</u>	Name	<u>Hawaii Department of Health</u> <small>"ADVERTISER/AGENCY"</small>
Service A.E.	<u>Hawaii Malls, Inc.</u>		<small>(SIGNATURE)</small>
Approved	_____		<u>Lola Irvin, Tobacco Settlement</u> <small>(NAME / TITLE)</small>
By	_____		<u>Project Manager</u>
Date	_____	Address	<u>1250 Punchbowl Street, Room 422</u>
Shipping Address	<u>Hawaii Malls, Inc.</u>		<u>Honolulu, Hawaii 96813</u>
	<u>1000 Bishop Street, Suite 608</u>	Phone	<u>(808)586-4497</u>
	<u>Honolulu, HI 96813</u>	Contact	<u>Bronwyn Sinclair-White</u>
	<u>(808) 521-1821</u>		<u>Chronic Disease Prevention and Health Promotion Division</u> <small>(NAME / SIGNATURE)</small>
	<u>(808) 526-1823 Fax</u>	Address	_____