



RELEASE DATE: May 11, 2026

**The State of Hawai‘i  
Hawai‘i State Archives  
Request for Proposals  
Solicitation #RFP-26-HSA-001**

**Videography and Distribution Services of Meetings and Events**

OFFERS ARE DUE AT 5:00 P.M., HAWAI‘I STANDARD TIME (HST) ON

June 11, 2026

(or such later date as may be established by the State of Hawai‘i by an Addendum to this RFP)

BY SUBMISSION TO THE HAWAI‘I STATE ARCHIVES

**DIRECT ALL QUESTIONS REGARDING THIS RFP, QUESTIONS OR ISSUES RELATING TO  
THE ACCESSIBILITY OF THIS RFP (INCLUDING THE ATTACHMENTS AND EXHIBITS AND  
ANY OTHER DOCUMENT RELATED TO THIS RFP) AND REQUESTS FOR  
ACCOMMODATIONS FOR PERSONS WITH DISABILITIES IN CONNECTION WITH THIS RFP,  
TO:**

HAWAI‘I STATE ARCHIVES,  
TELEPHONE (808) 586-0311  
EMAIL [adam.jansen@hawaii.gov](mailto:adam.jansen@hawaii.gov).

Adam Jansen, PhD  
Procurement Officer

RFP-26-HSA-001

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## RFP Administrative Information

RFP Title:	Videography and Distribution Services of Meetings and Events
RFP Project Description: (See Section 1.1 Purpose)	The State of Hawai‘i in conjunction is seeking Contractor(s) to provide livestreaming services to State and Local Boards and Commission Meetings
RFP Point of Contact: (See Section 7.1 Contract Administrator)	Buyer Name – Adam Jansen, PhD Agency Name – Hawai‘i State Archives Agency Address – 364 S. King St, Honolulu, HI 96813 Buyer email – adam.jansen@hawaii.gov Buyer Phone – (808) 586-0311
Submit proposals electronically via Hawai‘i Electronic Procurement System (HIEPRO): (See Section 4.4 Electronic Submission of Proposals)	Electronic Submission hiepro.ehawaii.gov
Deadline to Receive Questions: (See Sections 1.3 Schedule and Significant Dates and 2.5 Electronic Submission of Questions)	May 18, 2026, 2:00 P.M. Hawai‘i Standard Time (HST)
Question & Answers: (Sections 1.3 Schedule and Significant Dates and 2.5 Electronic Submission of Questions)	All questions, including those about Terms and Conditions, must be submitted through HIEPRO. Questions must be submitted by the question deadline date.
RFP Closing Date: (See Section 1.3 Schedule and Significant Dates)	June 11, 2026
RFP Closing Time: (See Section 1.3 Schedule and Significant Dates)	5:00 P.M. Hawai‘i Standard Time (HST)
Initial Term of Contract and Renewals: (See Section 1.5 Period of Performance)	Initial Contract shall be for one (1) year. Upon mutual agreement, the contract may be extended or amended with up to three (3) one year renewals.
<p><b>TAKE NOTE THE MANDATORY .75% (.0075) TRANSACTION FEE TO HAWAII INFORMATION CONSORTIUM, LLC DBA TYLER HAWAII IS BASED ON SALES FOR AWARDS MADE IN HIEPRO. (DETAILED IN SECTION 2.2 ELECTRONIC PROCUREMENT AND SECTION 3.8 PAYMENT TO HAWAII INFORMATION CONSORTIUM, LLC DBA TYLER HAWAII.)</b></p>	

## Offer Checklist

Offeror must address ALL sections and attachments and provide the information and documentation as required in the table below.

No.	Description	Reference in RFP	Completed
1	Offer Checklist – submittal of checklist with all items checked “completed.”	Offer Checklist	<input type="checkbox"/>
2	Offer Form OF-1 - Completed and signed  NOTE: Ensure the company name submitted in HlePRO matches the company name on OF-1.	Attachment B: Offer Form OF-1; Section 8.8 Proposal Preparation	<input type="checkbox"/>
3	Offer Form OF-2 – Completed and Signed  NOTE: Ensure that contact information is valid and the references are made aware that they may be contacted	Attachment C: Offer Form OF-2	<input type="checkbox"/>
4	Table of Contents	Section 4.5 Required Format and Content	<input type="checkbox"/>
5	Executive Summary, not to exceed two (2) page(s)	Section 4.5 Required Format and Content	<input type="checkbox"/>
6	Expertise and Experience, not to exceed ten (10) pages	Criteria 1: Section 5.7 Evaluation Criteria Section 6 Evaluation Criteria Narrative	<input type="checkbox"/>
7	Prior Performance, not to exceed five (5) pages	Criteria 2: Section 5.7 Evaluation Criteria Section 6 Evaluation Criteria Narrative	<input type="checkbox"/>
8	Distribution Channels, not to exceed two (2) pages	Criteria 3: Section 5.7 Evaluation Criteria Section 6 Evaluation Criteria Narrative	<input type="checkbox"/>
9	Sustainability	Criteria 4: Section 5.7 Evaluation Criteria Section 6 Evaluation Criteria Narrative	<input type="checkbox"/>
10	Price	Criteria 5; Attachment D: Form OF-3 Menu of Services Pricing Structure	<input type="checkbox"/>
11	Confidential, Protected or Proprietary Information Section	Section 8.9	<input type="checkbox"/>
12	HCE Certificate in Good Standing	From <a href="https://vendors.hawaii.gov/hce/">https://vendors.hawaii.gov/hce/</a>	<input type="checkbox"/>

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Authorized Offeror Signature

# **REQUEST FOR PROPOSALS**

## **Videography and Distribution Services of Meetings and Events**

**Solicitation # RFP-26-HSA-001**

### **Section 1: General Information**

#### **1.1 Purpose**

The purpose of the Hawai'i State Archives Boards and Commissions Project is to establish a long-term contractual agreement for video recording and streaming services for State and Local Boards and Commissions and other State of Hawai'i public events. As well as to provide streaming services to provide coverage of all State and Local Boards and Commissions meetings, Archives events, and State of Hawai'i public events, as required

#### **1.2 Background**

The Hawai'i State Archives has been tasked with assisting State and Local Boards and Commissions, from all islands, with livestreaming and recording of their meetings in order to increase public accessibility and participation. This solicitation is to obtain an experienced service provider capable of handling the livestream and hosting post-meeting recordings of any State or Local Board or Commission, from all islands, that are interested in availing themselves of this service. Proposals must take into account that meetings occur both during work hours, as well as evenings and weekends. Furthermore, proposals must address how services will be provided to the Boards or Commissions located on neighbor islands (either through sub-contracting or travel).

### 1.3 Schedule and Significant Dates

The table below contains the State’s current estimate of the schedule and significant dates. All times are Hawai‘i Standard Time (HST). If a component of this schedule, such as "Proposals Due Date and Time" is delayed, the rest of the schedule may likely be shifted by the same number of days. Any change to the RFP Schedule and Significant Dates prior to the proposal due date shall be issued by addendum.

Event	Date
Solicitation Release:	May 11, 2026
Question Submittal Deadline:	May 18, 2026 2:00P.M.
Answers to Questions:	May 20, 2026 2:00P.M.
Proposal Due Date and Time:	June 11, 2026 5:00 P.M.
Evaluations	June 12, 2026
Estimated Date for Discussions, if necessary	June 15, 2026
Estimated Due Date for BAFO, if necessary	June 16, 2026
Anticipated Award Date:	June 20, 2026

### 1.4 Contract Type

This is a Labor Hour Contract to obtain fixed pricing for services detailed in the Attachment A: Statement of Work in accordance with §3-122-141 Labor hour contract.

### 1.5 Period of Performance

This contract shall be for a period of one (1) year beginning on the date specified on the Notice to Proceed. Unless terminated, the contract may be extended without re-solicitation, upon mutual agreement in writing between the State and the Contractor, prior to the expiration date, for not more than three (3) additional 12-month periods, or parts thereof. The contract may be extended if the price remains the same or lower.

### 1.6 Point of Contact

The Department of Accounting and General Services – Hawai‘i State Archives is the issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation # RFP-26-HSA-001. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

The person identified below is the single point of contact (POC) **during** this procurement process. Offerors and interested persons shall direct to the POC all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting contract.

The POC designated by the State of Hawai‘i, Department of Accounting and General Services – Hawai‘i State Archives is:

Adam Jansen, PhD  
State Archivist  
DAGS- Hawai‘i State Archives  
364 S. King St, Honolulu, HI 96813  
Adam.Jansen@Hawaii.Gov  
Phone: (808) 586-0311

## 1.7 Definitions

The following definitions apply to this solicitation.

**Contract Administrator** means the person designated to manage the various facets of the contract(s) to ensure the Contractor’s total performance is in accordance with the contractual commitments and obligations are fulfilled.

**Contractor** means the person having a contract with a governmental body.

**Fixed-price basis** means an established price agreed upon by the Contractor and Purchasing Entity, by agreement or by authority, as the price to be charged for a specified amount of services.

**Goods** mean all property, including but not limited to equipment, equipment leases, materials, supplies, printing, insurance, and processes, including computer systems and software, excluding land or a permanent interest in land, leases of real property, and office rentals.

**Governmental body** means any department, commission, council, board, bureau, authority, committee, institution, legislative body, agency, Government Corporation, or other establishment or office of the executive, legislative, or judicial branch, city or county of any U.S. State, (including the Office of Hawaiian Affairs for the State of Hawai‘i).

**Hawai‘i Administrative Rules (HAR)** means the adopted operating procedures for state agencies authorized by the laws of the State of Hawai‘i.

**Hawai‘i eProcurement System (HIePRO)** is the State eProcurement system, a system for issuing solicitations, receiving responses, and issuing notices of award.

**Hawai‘i Revised Statutes (HRS)** means the laws that govern the State of Hawai‘i.

**Hawai‘i State Archives (HSA)** means the State Archives Division of the Department of Accountings and General Services.

**Key Performance Indicator (KPI)** means how a quantifiable measure is utilized to assess the

success of a Contractor in meeting strategic goals and objectives for performance.

**Offeror** means the company or firm that submits a proposal in response to this Request for Proposal.

**Proposal** means the official written response submitted by an Offeror in response to this Request for Proposals.

**Proposer** has the same meaning as Offeror.

**Request for Proposals or "RFP"** means the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.

**Services** means the furnishing of labor, time, or effort by a contractor or Contractor, which involves the delivery or supply of products.

**Statement of Work** defines the services to be delivered by the Contractor. Note: For the purposes of this RFP, statement of work describes the services within a Task Order when requesting quotes from awarded Contractor(s).

**Subcontractor** means a Contractor contracted for work by the Prime Contractor.

## **Section 2: Solicitation Information**

### **2.1 Governing Laws and Regulations**

This procurement is conducted by the Hawai'i State Archives (HSA), in accordance with the State Procurement Code. Information about HSA and its governing laws are available at <http://spo.hawaii.gov/>.

This procurement shall be governed by the regulations and laws of the State of Hawai'i. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in the State of Hawai'i.

### **2.2 Electronic Procurement**

**2.2.1** The State has established the Hawai'i State eProcurement (HiePRO) System to promote an open and transparent system for vendors to compete for state contracts electronically. Offerors interested in responding to this solicitation must be registered on HiePRO. Registration information is available at the State Procurement Office (SPO) website: <https://hiepro.ehawaii.gov/welcome.html>, select HiePRO Vendor Registration and then Vendor Registration Guide.

**2.2.2** The State will use HiePRO to issue the RFP, receive Offers, and issue Addenda to the RFP. Addenda and the other information and materials shall be provided by the State through HiePRO, including additions or changes with respect to the dates in Section 1.3 Schedule and Significant Dates. The State shall not be responsible for any person's or entity's failure to do so for any reason. The State is not responsible for any delay or failure of any Offeror to receive any materials updated through the RFP Process on a timely basis.

**2.2.3** As part of this procurement process, Offerors are informed that awards made for this solicitation, if any, shall be done through the HiePRO and shall, therefore, be subject to a mandatory .75% (.0075) transaction fee, not to exceed \$5,000 for the total contract term.

**2.2.4** HiePRO Special Instructions. Offeror shall review all special instructions located in HiePRO. Offerors are responsible for ensuring that all necessary files are attached to their offer prior to the proposal deadline.

Offerors are advised that they should not wait until the last minute to submit their proposal on HiePRO. Offerors should allow ample time to review their submitted proposal, including attachments, prior to the proposal deadline.

## **2.3 RFP Addenda**

Changes to this RFP including but not limited to contractual terms and procurement requirements shall only be changed via formal written addenda issued by the Department of Accounting and General Services – Hawai‘i State Archives.

The State accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor the Hawai‘i State eProcurement System (HIePRO) to obtain RFP addenda or other information relating to the RFP.

## **2.4 Questions Regarding RFP Contents**

If a Prospective Offeror believes that any provision of the RFP is unclear, potentially defective, or would prevent from providing a meaningful Offer, the Offeror shall submit questions to the State POC requesting clarification on or before the deadline for doing so in Section 1.3 Schedule and Significant Dates. Each question shall identify the page, section number, paragraph, and line or sentence of such provision(s) of the RFP to which the question applies. The State POC will respond by the date for the same in Section 1.3 Schedule and Significant Dates. The State may issue Addenda in response to written questions received regarding the RFP.

## **2.5 Electronic Submission of Questions**

All questions must be submitted through the Hawai‘i State eProcurement System (HIePRO). Questions must be submitted by the question deadline date and time shown in Section 1.3 Schedule and Significant Dates. Answers will be given via the Hawai‘i State eProcurement System (HIePRO) site as noted in Section 1.3 Schedule and Significant Dates.

Offerors are cautioned about including context in questions that may reveal the source of questions. The identity of potential Offerors will not be published with the answers, but the text of questions will be restated, to the extent possible, to exclude information identifying potential Offerors.

## **2.6 Proposal Due Date**

Proposals must be received by the posted closing date and time as described in Section 1.3 Schedule and Significant Dates of this RFP.

## **2.7 Cancellation of Procurement and Proposal Rejection**

The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part, and waive any defects when it is determined to be in the best interest of the State, pursuant to HAR §3-122-96 thru HAR §3-122-97.

## **2.8 Firm Offers**

Responses to this RFP, including proposed costs and/or fees will be considered firm for sixty (60)

days after the proposal due date.

## **2.9 Right to Accept All or Portion of Proposal**

Unless otherwise specified in the solicitation, the State may accept any item or combination of items as specified in the solicitation or of any proposal unless the Offeror expressly restricts an item or combination of items in its Proposal and conditions its response on receiving all items for which it provided a proposal. If the Offeror so restricts its Proposal, the State may consider the Offeror's restriction and evaluate whether the award on such basis will result in the best value to the State. The State may otherwise determine at its sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation.

## **2.10 Ownership or Disposition of Proposals and other Materials Submitted**

All costs incurred by the Offeror in preparing or submitting a proposal shall be the Offeror's sole responsibility whether any award results from this RFP. The State shall not reimburse such costs. All proposals become the property of the State of Hawai'i.

## **2.11 Additional Information**

The Offeror shall provide additional information regarding aspects of an Offeror's Proposal within five (5) business days of the State's request unless the State specifies another period. As noted, each Offeror shall submit only one Proposal. If an Offeror submits more than one Proposal, then the State reserves the right to reject and or dismiss the Offeror from the RFP Process.

## **Section 3: Requirements**

### **3.1 Mandatory Minimum Administrative Proposal Requirements**

This section contains the minimum requirements that must be met to be considered for the evaluation phase. All items described in this section are non-negotiable. All Offerors must state willingness and demonstrate the ability to satisfy these requirements in the proposal submitted for consideration. Contractors shall be considered non-responsive if unable to cover the minimum requirements which may not be considered for award.

### **3.2 Minimum Requirements and Qualifications**

Offeror shall provide all services as described in Attachment A, Statement of Work. In addition, the Offeror must satisfy the following minimum requirements:

- Demonstratable experience livestreaming boards and/or commissions meetings;
- Demonstratable experience livestreaming events (of any nature) on at least three of the following platforms: Microsoft Teams, Zoom, Google Workspace (Meet/Chat), Skype, Cisco WebEx, Jitsi Meet, Signal, Discord, GoToMeeting;
- Demonstrated expertise in operating TriCaster and/or vMix based streaming systems;
- Demonstrated experience in providing training to third parties on technical and/or procedural topics;
- Contractor-owned webpage capable of hosting free public access to livestreamed events;
- Video on Demand hosting capability with keyword search and date range filtering that can provide free public access to prior livestreamed events;
- Access to sufficient physical space for hosting boards and/or commission meetings of a minimum eight member attendees and twenty public attendees;
- Broadcast TV and/or Live Cable distribution capabilities;
- Offeror provided sufficient space to film meetings/events when the State or Local Entity does not have space available for their meeting/event. Space must be of sufficient size so as to accommodate 8 board members and up to 20 attendees, plus cameras and production crew.

### **3.3 Contractor Responsibility for Subcontractors**

The Subcontractors providing services shall meet the same service requirements and provide the same quality of service required of the Contractor and in a timely manner. No subcontract shall relieve the Contractor of its responsibilities for the Services it provides. The Contractor shall manage the quality and performance, project management and schedules, and timely start and completion of services performed by each of its Subcontractors. The Contractor shall be solely responsible and accountable for the completion of all Services it has subcontracted.

### **3.4 Removal of Subcontractors**

In addition to any rights the State has under Law, the State shall have the right to require the removal of a Subcontractor or any of its personnel providing or supporting services for a good cause. In such a case, the State shall specify the deadline for such removal after consultation

with the applicable Contractor. A Subcontractor proposed by the Contractor to replace the removed Subcontractor shall be subject to the approval of the State.

### **3.5 Right to Retain Subcontractors**

The State shall have the right to directly retain any Subcontractor after the expiration, termination, or suspension of the Contract under which it is retained, including any Subcontractor providing services subject to any part of a Contract that is terminated or suspended.

### **3.6 Additional Contractor Requirements**

Each Contractor shall:

- Adhere to its Contract with the State;
- Provide all labor, materials, and equipment necessary to meet the RFP Requirements;
- Communicate contract requirements to its Subcontractors' personnel and direct and coordinate project activities to ensure that the services progress efficiently and are completed on schedule;
- Ensure that all its and its Subcontractors' employees can communicate effectively with State employees;
- Ensure that it is current with all payments and registration fees and similar financial obligations owed to the State during the term of its Contract with the State;
- Fully cooperate and maintain effective communication with the State and cooperate in the resolution of problems, suspected problems, or potential problems.

### **3.7 Payment**

Pursuant to HRS §103-10, the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of projects to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by HRS §103-10, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after the award of the contract, which requires payment within a shorter period or interest payment not in conformance with the statute.

### **3.8 Payment to Hawaii Information Consortium, LLC dba Tyler Hawaii**

HlePRO is administered by Hawaii Information Consortium, LLC dba Tyler Hawaii. Tyler Hawaii shall invoice the Contractor(s) directly for payment of transaction fees. Payment must be made to Tyler Hawaii within thirty (30) days from receipt of invoice. HIC is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance, and future enhancements of the HlePRO system.

## **Section 4: Instructions to Offerors – Proposal Submission**

### **4.1 Proposal Objectives**

One of the objectives of this RFP is to make proposal preparation easy and efficient while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective.

Proposals shall be prepared straightforwardly and concisely, in a format that is reasonably considered and appropriate for the purpose. Emphasis will be on completeness and clarity and content.

When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.

The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP.

### **4.2 Proposal Structure and Labeling**

Proposals must be detailed and concise. Each Proposal must be labeled and organized in a manner that is congruent with the requirements and terminology used in this RFP and must include a point-by-point response, structured in form and reference to the RFP, addressing all requirements and the Statement of work elements.

### **4.3 Proposal Submission Instructions**

Proposals must be received by June 11, 2026 5:00 P.M. HST through the Hawai'i Electronic Procurement System (HIePRO). Proposals received after the deadline and/or through any sources other than HIePRO will be rejected.

### **4.4 Electronic Submission of Proposals**

Proposals shall be submitted and received electronically through HIePRO by the date and time listed in Section 1.3 Schedule and Significant Dates. This electronically submitted offer shall be considered the original. Any offers received outside of the HIePRO, including faxed or e-mailed bids, shall not be accepted, or considered for award. Any offer received after the due date and time shall be rejected. (See Section 2.2 Electronic Procurement for further information.) **The maximum file size that HIePRO can accept is 100MB. Files larger than 100MB must be reduced into two or more files.**

Submission of a proposal shall constitute an incontrovertible representation by the Offeror that the Offeror agrees to comply with every requirement of this RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey a reasonable understanding of all terms and conditions of performance of the work.

#### **4.5 Required Format and Content**

All Proposals must be submitted in the following format. Detailed information on submitting each of these sections is contained in later sections of this RFP. Proposal shall be submitted in 12pt. Arial font, 1” margins or equivalent. When submitting electronically through HiePRO, scan and upload the following list of documents with your proposal. Page limits will be strictly enforced. Each of the items listed below must be uploaded as a separate attachment, labeled with the heading indicated below:

1. **Table of Contents.** A Table of Contents must be included with each proposal. All major parts of the proposal shall be identified by referencing page numbers.
2. **Offer Checklist.** Complete and submit all items noted on the Offer Checklist.
3. **Offer Form, OF-1.** Offeror shall complete and sign OF-1 Offer Form. See Special Provisions, 8.8 Proposal Preparation.
4. **Executive Summary.** The executive summary [not to exceed two (2) pages] is to briefly describe the Offeror's Proposal. This summary should highlight the major features of the Proposal. The response should demonstrate the Offeror’s understanding of and ability to meet the requirements of the RFP. The State should be able to determine the essence of the Proposal by reading the executive summary. This summary will not be evaluated for points, but rather is a high-level explanation of the entire proposal.
5. **Evaluation Criteria 1 Experience and Expertise** – See Section 6. Submittal limited to ten (10) pages.
6. **Evaluation Criteria 2 Prior Performance** See Section 6. Submittal limited to five (5) pages plus Form OF-2 References.
7. **Evaluation Criteria 3 Distribution Channels** See Section 6. Submittal limited to two (2) pages.
8. **Evaluation Criteria 4 Sustainability** See Section 6. Submittal limited to five (5) pages.
9. **Evaluation Criteria 5 Price** – Attach Form OF-3 Menu of Services Pricing Structure See Section 6. Offeror shall complete the attached OF-3 Menu of Services Pricing Structure Form in which Offeror shall submit all price line items excluding all applicable taxes.

10. References, Form OF-2. Offeror shall complete and sign OF-2 Reference. See Special Provisions, 8.8 Proposal Preparation.

11. **Confidential, Protected, or Proprietary Information.** All confidential, protected, or proprietary information must be included in this section of the proposal response. Do not incorporate protected information throughout the Proposal. Rather, provide a reference in the proposal response directing the State to the specific area of this protected Information section. If Offeror believes that any portion of its proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer should be so advised in writing and shall be furnished with justification for confidential status. Price is not considered confidential and shall not be withheld.

Information included in the Confidential, Protected or Proprietary Information section of an Offeror's proposal is not automatically accepted as protected. All information identified in the section will be subject to review by the State in accordance with the procedures prescribed by the State's open records statute, freedom of information act, or similar law.

#### **4.6 Each Offeror to Bear its Own Costs**

Each Offeror shall be responsible for all costs incurred by it prior to the Notice of Award, including, without limitation, its costs of preparing and submitting its Offer, responding to notices or requests, making Priority-Listed Offeror presentations, demonstrations, and discussions, and otherwise participating in the RFP Process

## **Section 5: Evaluation and Award**

### **5.1 Evaluation of Proposals**

An evaluation committee of three (3) qualified State employees selected by the Hawai'i State Archives Procurement Officer, shall evaluate proposals for the contract. The evaluation will be based solely on Section 5.8 Evaluation Criteria and the process described in this section.

### **5.2 Right to Waive Minor Irregularities**

The State in its sole discretion reserves the right to waive minor irregularities in the Proposal, which include but are not limited to corrections of deficiencies or clarification of ambiguities that in the judgment of the State do not require a comprehensive proposal rewrite. The State also reserves the right in its sole discretion to waive certain Minimum requirements provided that all of the otherwise responsive proposals fail to meet the same minimum requirements and the failure to do so does not materially affect the procurement

### **5.3 Initial Review and Award without Discussions**

In the initial phase of the evaluation process, the State will review all proposals timely received. Unacceptable proposals (non-responsive proposals not conforming to RFP requirements) will be eliminated from further consideration.

The State reserves the right to award on receipt of initial proposals without an opportunity for discussion or proposal revision, so Offerors are encouraged to submit their most favorable proposal at the time established for receipt of proposals. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals.

### **5.4 Discussion with Priority Listed Offerors**

Prior to holding any discussions, a priority list shall be generated consisting of proposals determined to be acceptable or potentially acceptable.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may limit the priority list to three (3) highest ranked, responsible Offerors.

The State may invite priority listed Offerors to discuss their proposals to ensure thorough, mutual understanding. The State in its sole discretion shall schedule the time and location for these discussions, generally within the timeframe indicated in Section 1.3 Schedule and Significant Dates. The State may also conduct discussions with priority listed Offerors to clarify issues

regarding the proposals before requesting Best and Final Offers, if necessary.

In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

### **5.5 Best and Final Offers**

If deemed appropriate by the State in its sole discretion, the State may request each Offeror to submit its BAFO. The request shall be issued via an Addendum, which will provide guidance and additional instructions. Offeror's BAFOs shall be submitted to the State through HIEPRO on or before the deadline called for. If an Offeror fails to do so, its last submitted Offer shall be deemed its BAFO.

The BAFOs will be evaluated by the Evaluation Committee taking into consideration the Evaluation Criteria set forth in Section 5.8 Evaluation Criteria.

### **5.6 Award of Contract**

Award shall be made to the responsible Offeror whose proposal is determined the most advantageous to the State of Hawai'i, taking into consideration price and the other evaluation factors set forth in this request for proposals.

### **5.7 Responsibility of Offeror**

Pursuant to HRS §103D-310(c), the selected offeror shall at the time of award be compliant with all laws governing entities doing business in the State of Hawai'i. See Section 8.

## 5.8 Evaluation Criteria

The following criteria shall be used in evaluating the Offerors:

**Table 1 - Evaluation Criteria**

Evaluation Criteria	Evaluation Subcategory	Points Possible
Evaluation Criteria 1: Experience and Expertise	<p>Size of Production Staff</p> <p>Years of Experience: Company and Staff</p> <p>Certifications</p> <p>Diversity of Service Offerings</p>	250
Evaluation Criteria 2: Prior Performance	<p>Number of Similar Projects</p> <p>Samples of Similar Work</p> <p>Letters of Reference</p>	200
Evaluation Criteria 3: Distribution Channels	<p>Live Stream Capability through Offeror's Social Media</p> <p>Live Stream Capability through Offeror's Webpage</p> <p>Video on Demand offered through an Offeror's existing website</p> <p>Broadcast and/or Live Cable Distribution capability</p>	200
Evaluation Criteria 4: Sustainability	<p>Proven ability to operate on neighbor islands either through Offeror's staff or partnership/sub-contracting</p> <p>Proven track record of training on the technologies being utilized for production equipment (TriCaster and/or vMix)</p> <p>Successful workforce development program to ensure sufficient staffing for all boards and commissions</p> <p>Demonstrated experience training end users in how to conduct more effective in-person, hybrid, and/or online meetings</p> <p>Examples of training materials – both written and video based (provide cloud hosted links)</p>	200
Evaluation Criteria 5: Price	Based on Menu of Services Pricing Structure	150
	<b>Total Points Possible</b>	<b>1000</b>

## 5.9 Scoring Process

The evaluation committee shall score proposals by reviewing the narrative for each of the evaluation criteria above.

Unless otherwise noted below, Evaluators shall use a rating of 0 to 5 for each evaluation criteria. Rating is defined as follows:

- 0- The Proposal fails to address the criterion or cannot be assessed due to missing or incomplete information. Offeror has not demonstrated sufficient knowledge of the subject matter or has grossly failed to explain how the requirement(s) is met.
- 1- **Poor.** The criterion is inadequately addressed, Offeror demonstrates only a slight ability to comply, or there are serious inherent weaknesses.
- 2- **Fair.** The Proposal broadly addresses the criterion, but there are significant weaknesses. May have one or more deficiencies, or Offeror has not adequately explained how its services fit the requirement.
- 3- **Good.** The Proposal addresses the criterion well; meets the requirement. Demonstrates knowledge and understanding of the subject matter, with no deficiencies noted regarding technical approach.
- 4- **Very Good.** The Proposal addresses the criterion very well, highly comprehensive. No deficiencies noted.
- 5- **Excellent.** Exceptional response where the Proposal successfully addresses all relevant aspects of the criterion. Excellent reply that goes beyond the requirements listed in the RFP to provide added value. In addition, the response may cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to the agency. The response includes a full, clear, detailed explanation of how the requirement(s) are met. No errors in technical writing.

The average of each evaluators' rating for each evaluation criteria shown in Table 1, shall be converted based on the following formula:

<b><u>Rate Achieved</u></b>	X	Points Possible For that Criteria	= Points
Total Rating Achievable			

Example:

<b><u>4 Very Good</u></b>	X	25	= 20
5			

<b><u>1 Poor</u></b>	X	25	= 5
5			

## 5.10 Notice of Award

After a final selection is made, the State will issue a notice of award on its electronic procurement system (HlePRO). Upon award, proposal files are public records and available for review by submitting a Request for Access to Government Record. Information on the Office of Information Practices and forms may be found at <http://oip.hawaii.gov>.

## 5.11 Debriefing

Pursuant to HAR §3-122-60, a non-selected Offeror may request a debriefing to understand the source selection decision and contract award.

A written request for debriefing shall be made within three (3) working days after the posting of the award of the contract. The Procurement Officer or designee shall hold the debriefing within seven (7) working days to the extent practicable from the receipt date of the written request.

A protest by the requestor following a debriefing shall be filed within five (5) working days, as specified in HAR §103D-303(h). See Special Provisions Section 8.11 Protest Procedures for submitting a protest.

## **Section 6: Evaluation Criteria Narrative**

The State will assess the degree to which the Offeror can provide high-quality services that meet the performance requirements for the contract including meaningful program metrics that depict, at a minimum, program cost, schedule, and performance attainment and describe plans for implementation and monitoring of those metrics. Page limits will be strictly enforced using 12pt Arial font with 1” margins, or equivalent.

### **6.1 Evaluation Criteria 1: Experience and Expertise**

This section contains requirements pertaining to the offeror’s experience and expertise relating to this RFP. Offeror shall submit a narrative of a maximum of ten (10) pages explaining their ability to achieve project goal and requirements, amount of key personnel allocated, the methodology toward implementing and tracking the success of deliverables including milestones.

Experience and Expertise described should include relevant information addressing how the Offeror meets the minimum qualifications specified in Section 3.2 Minimum Requirements and Qualifications, the evaluation criteria sub-categories of Evaluation Criteria 1, and:

- a) A clear understanding of the scope of work required for the project, with a work plan that will ensure the achievement of task objectives;
- b) A clear understanding of state laws and regulations and a viable plan for implementing these requirements;
- c) Prior approaches to tracking and achieving the required deliverables.

#### **Sub-factor 1: Organizational Experience**

Demonstrating the following: Organizational capability, resources, and experience, maintenance, and operation. The Offeror shall explain its prior experience providing the types of services requested by this RFP. Describe at least [Insert number] major projects or contracts you worked on during the past [Insert number of years] (X) years, on the same or similar projects. Explain the statement of work, duration, number of employees assigned to the project, and significant tasks that were completed.

#### **Sub-factor 2: Key Personnel**

The State will assess the degree to which the Offeror’s proposed Key Personnel resumes meet defined labor category requirements with required or equivalent certifications aligned to their proposal and, the degree to which the approach for retaining Key Personnel will support successful and efficient execution of requirements.

## **6.2 Evaluation Criteria 2: Prior Performance**

Offeror shall submit a narrative of a maximum of five (5) pages describing the nature and extent of prior work Offeror has completed that is similar to Section 1.3 Scope of Work. Offeror shall provide a full narrative to describe prior performance establishing the company submitting the proposal has the qualifications and experience to provide the services specified in this RFP.

Offeror shall complete Offer Form OF-2 Client References with the names and contact information of customer references for at least three (3) clients that received services that are similar to those in the statement of work.

The State reserves the right to conduct reference checks beyond what was provided by references.

### **6.2.1 Prior Performance Relevancy and Recency Ratings**

The State will evaluate the Offeror's demonstrated record of prior performance in supplying services that are similar to those detailed in Section 1.3 Scope of Work. The recency and relevancy of the samples, the source of the recordings, and general trends in the Contractor's performance will be considered. More recent and more relevant performance usually has a greater impact on the confidence assessment than less recent and less relevant performance. The State will perform an independent determination of the relevancy of the samples provided or obtained. A relevancy determination will be made in addition to the reference responses received. The State is not bound by the Offeror's opinion of relevancy. The following relevancy criteria apply and will be assigned to each effort identified in the Offeror's proposal on prior performance.

<b>PRIOR PERFORMANCE RELEVANCY RATING</b>	
<b>Rating</b>	<b>Definition</b>
Very Relevant	Present/prior performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/prior performance effort involved similar scope and magnitude of effort and complexities this solicitation requires
Somewhat Relevant	Present/prior performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/prior performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

For purposes of this evaluation, recency is defined as active or completed efforts performed within the past five (5) years from the closing date of this solicitation. The more recent the effort the higher recency score it will receive, as follows:

<b>PRIOR PERFORMANCE RECENCY RATING</b>	
<b>Rating</b>	<b>Definition</b>
Very Recent	Completion of a service project within the twelve (12) months
Recent	Completion of a service project within the last one (1) to three (3) years
Not Recent	Completion of a service project within the last three (3) to five (5) years

#### **6.2.1.1. Final Performance Rating**

Once the evaluation has considered recency and relevancy, it is time to take those considerations and determine an overall rating for past performance in respect of whether the information reviewed will allow for successful performance of the current solicited requirements.

Rating	Description
5- High Confidence	Based on the offeror's performance record, the government has high confidence the offeror will successfully perform the required effort.
4- Significant Confidence	Based on the offeror's performance record, the government has significant confidence the offeror will successfully perform the required effort.
3- Satisfactory Confidence	Based on the offeror's performance record, the government has confidence the offeror will successfully perform the required effort. Normal contractor emphasis should preclude any problems.
*2 - Unknown Confidence	No performance record is identifiable.
1 - Little Confidence	Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort.
0 - No Confidence	

\* Given the number of mergers and acquisitions in today's American business environment, potential offerors may not have existed under their current name for very long. If the key management personnel, subcontractors, or other resources, have experience on contracts similar

to the pending requirement for another contractor; state and local government contracts; private contracts; or was a major subcontractor; then the source selection team can perform the appropriate evaluation and risk assessment. This reduces the chance of needing to "neither reward nor penalize" an offeror with no other relevant past performance information.

If the contractor is truly a new entity and none of the company principals ever performed relevant work for others, the company is considered to have no prior performance. In the case of an offeror with respect to which there is no information on past contract performance or with respect to which information on past contract performance is not available, the offeror may not be evaluated favorably or unfavorably on the factor of past contract performance." Thus, the evaluator would, at the minimum, rate this offeror as unknown confidence, allowing for a pass rate of 50% (3/6).

### 6.3 Evaluation Criteria 3: Distribution Channels

The core purpose of this project is to increase accessibility to, and participation in, the democratic process. As such, providing a diversity of access points to State and Local Boards and Commission meetings is critical to the success of this project. Distribution Channels are a minimum requirements as specified in Section 3.2 Minimum Requirements and Qualifications. Offeror shall submit a narrative with a maximum of two (2) pages describing:

- The diversity and accessibility of the distribution channels currently used by the Offeror for similar projects. Narrative should focus on those distribution channels listed in Section 5.8 Evaluation Criteria 3;
- Other distribution options currently used by the Offeror that are not part of Section 5.8;
- Capability to adhering to the requirements laid out in Section 8.4 Offeror Hosting.

Scoring will be full points for having all the distribution channels noted in Section 3.2, or no points for inability to meet the minimum qualifications. In the event that no Proposal meets all the distribution requirements set forth in Section 3.2, HSA will invoke Section 5.2 Right to Waive and provide scoring based on the number and complexity of distribution capabilities the Offeror can provide.

<b>Points</b>	<b>Number of Distribution Channels</b>
5	All Distribution Channels Specified in Offeror's Portfolio
3	Three of the Distribution Channel Requirements
2	Two of the Distribution Channel Requirements
1	Only one of the Distribution Channels
0	No Offeror Hosted distribution channels currently used

## 6.4 Evaluation Criteria 4: Sustainability

As with prior performance, evidence of the Offeror's ability to continually train and recruit skilled staff will be critical to the success of this project due to its large scope (up to 1200 meetings per year). Providing sufficient numbers of trained teams that are capable of traveling to location, seven (7) days a week, daytime and evenings, is critical to the overall success of this project. Offeror shall submit a narrative with a maximum of five (5) pages describing their past success with, and plans for staffing this project in the following areas:

- Describe the size of Offeror's staff and the number of two-person teams already trained and able to go on concurrent assignments to the location of the Board or Commission meeting;
- Describe methods and resources Offeror is currently using to add, train, and retain staff and/or sub-contractors with the necessary knowledge, skills, and abilities to perform the scope of work;
- Describe what work the Offeror has performed on neighbor islands, the plan for performing work on neighbor islands, and if this work is to be conducted through partnerships/sub-contractors, include any past contracts/agreements with these resources;
- Describe experience and methodologies used to teach the relevant technologies. Examples of coursework may be included as attachments (not included in the specified page limitations)
- Describe experience and methodologies used to provide training in conducting more effective in-person, hybrid, or virtual meetings. Examples of coursework may be included as attachments (not included in the specified page limitations).

<b>SUSTAINABILITY PERFORMANCE RELEVANCY RATING</b>	
<b>Rating</b>	<b>Definition</b>
Very Relevant	Present/prior performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/prior performance effort involved similar scope and magnitude of effort and complexities this solicitation requires
Somewhat Relevant	Present/prior performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/prior performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

For purposes of this evaluation, recency is defined as active or completed efforts performed within the past five (5) years from the closing date of this solicitation. The more recent the effort the higher recency score it will receive, as follows:

<b>SUSTAINABILITY PERFORMANCE RECENCY RATING</b>	
<b>Rating</b>	<b>Definition</b>
Very Recent	Completion of a service project within the twelve (12) months
Recent	Completion of a service project within the last one (1) to three (3) years
Not Recent	Completion of a service project within the last three (3) to five (5) years

#### **6.2.1.1. Final Sustainability Rating**

Once the evaluation has considered recency and relevancy, it is time to take those considerations and determine an overall rating for past performance in respect of whether the information reviewed will allow for successful performance of the current solicited requirements.

<b>Rating</b>	<b>Description</b>
5- High Confidence	Based on the offeror's performance record, the government has high confidence the offeror will successfully provide the required staffing.
4- Significant Confidence	Based on the offeror's performance record, the government has significant confidence the offeror will successfully provide the required staffing and training.
3- Satisfactory Confidence	Based on the offeror's performance record, the government has confidence the offeror will successfully provide the required staffing and training. Normal contractor emphasis should preclude any problems.
*2 - Unknown Confidence	No performance record is identifiable.
1 - Little Confidence	Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort.
0 - No Confidence	

\* Given the number of mergers and acquisitions in today's American business environment,

potential offerors may not have existed under their current name for very long. If the key management personnel, subcontractors, or other resources, have experience on contracts similar

The Evaluation Committee will assess the degree to which the Offeror's proposed management and integration of all implementation activities with overall program support and proposed training design, and development, delivery, and support activities meet the Statement of Work requirements.

## **6.5 Evaluation Criteria 5: Price**

Offeror shall submit Form OF-3 Menu of Services Pricing Structure. There are two subfactors to Price evaluation:

### **6.5.1 Subfactor 1 – Total Price Evaluation**

The Offeror's price proposal is worth fifteen 15% of the total points, which is 150 Points. Offerors shall submit the hourly rate for the various types of services detailed in Menu of Services Pricing Structure.

#### **6.5.1.1 Cost Points Conversion**

In converting cost to points, the Lowest Total Cost will automatically receive the maximum number of points allocated to cost shown in Table 1 in Section 5.7. The point allocations for cost on the other Offers for each service category will be determined through the method set out in the following formula:  $[\text{Lowest Total Cost multiplied by maximum points divided by } [\text{Offeror's Proposed Cost}] = \text{Cost Points Awarded}$ .

For example, if the maximum points for the price are 30 of the total points and Offeror A submitted a price for \$200,000; Offeror B submitted a price of \$250,000; Offeror C submitted a price of \$300,000.

Offeror A would receive the maximum points based on the lowest offer of \$200,000.

Offeror B would not receive the maximum points based on the lowest offer of \$200,000  $\times$  30 points / \$250,000 = 24 points.

Offeror C would not receive the maximum points based on the lowest offer of \$200,000  $\times$  30 points / \$300,000 = 20 points.

#### **6.5.1.2 Price and Rate Guarantee Period**

All prices shall be guaranteed for the initial period of twelve (12) months of the contract.

### **6.5.2 Subfactor 2 –Price Reasonableness and Realism**

### **6.5.2.1 Price Reasonableness**

Prices shall be evaluated for competitiveness and reasonableness of price. The State may use any or all price analysis techniques and procedures to determine price reasonableness.

### **6.5.2.2 Price or Cost Realism**

#### **Cost Realism**

The State may use any or all cost realism techniques and procedures to determine whether the estimated proposed cost elements are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the unique methods of performance described in the offeror's proposal.

## **Section 7: Contract Management**

Contract management refers to post-award type activities, such as contract implementation, contract administration, measurement of work completion, and payment computation based on deliverables. Moreover, it involves the monitoring of a contract, making important changes and modifications to the contract, and dealing with related problems. Focused attention to contract management considerations facilitates a positive working relationship between the government customer, procurement staff, and the contractor for the successful implementation of the contract award.

### **7.1 Post-Award Communications: Contract Administrator**

The Contract Administrator identified below is the single point of contact (POC) **post-award**. The contractor shall direct to the Contract Administrator all questions concerning the post-award process and any other questions that may arise related to the resulting contract. The Contract Administrator designated by the State of Hawai‘i, Hawai‘i State Archives is:

Adam Jansen, PhD  
State Archivist  
Hawai‘i State Archives  
364 S. King St, Honolulu, HI 96813  
Adam.Jansen@Hawaii.Gov  
Phone: (808) 586-0311

### **7.2 Contractor/State Meetings**

The contractor shall participate in initial meetings with the State to discuss the contract, including but not limited to; an estimated timeline for transition and implementation, status reports of the transition and implementation, the expectation of deliverables, training sessions, and follow-up meetings.

### **7.3 Dispute Process and Escalation**

The following steps address any issues or concerns that may occur during the transition/implementation stage or at any time throughout the contract period:

If either Contractor or HSA has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party’s specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, either through email, mail, phone conference, in-person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both

parties in accordance with the Industry Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

## 7.4 Quality Control

The Contractor shall provide quality services/products and management oversight of all processes. The Contractor shall use key performance indicators that are acceptable within the specific market industry to manage and monitor quality performance. The Contractor shall provide accurate data/reports and meet deliverables, with emphasis on the overall success and positive impact on the Livestreaming of State and Local Boards and Commissions meetings. The Contractor shall provide management, support, and qualified personnel to accomplish the objectives of this contract.

### 7.4.1 Key Performance Indicators (KPIs)

This section should identify any KPIs for determining contractor progress. This table is an illustration of a table delineating major milestones identified in the contract.

RFP Reference	Items	Standard Performance Expectation	Due Date
Section 1.3	Submittal of livestream recordings and raw audio-video	95% submitted to HSA within three calendar days	Monthly
Section 1.3	Number of training sessions provided to agencies/departments.	95% sessions completed within three months of the request	Enter Date
Section 1.3	% of assignments where equipment was setup and ready before the Board/Committee was ready to gavel in	99.5% on-time meeting start	Monthly

## 7.5 Post Award Deliverables

The contractor shall provide, upon request of the State, the following, including but not limited to deliverable items:

<b>RFP Reference</b>	<b>Due Date</b>	<b>Deliverable</b>	<b>Action Required</b>
Section 8.14 Liability Insurance	Prior to the start of the contract	Liability Insurance Certificates	Contractor shall maintain during the life of the contract.
Section 7.4 KPI Reports	Monthly, or as requested	Reports include but not limited to: Number of engagement and total minutes of recording	Summary of actions taken during the reporting period and % of actions that met performance expectation
Attachment C: Menu of Services	Bi-Weekly	Invoice  for Services Rendered	Itemized accounting of all hourly charges under contract.

## **Section 8: Special Provisions**

### **8.1 Scope**

This project is to establish a long-term contractual agreement for video recording and streaming services for State and Local Boards and Commissions and other State of Hawai‘i public events.

### **8.2 Acceptance Specifications**

Offeror shall provide:

- Livestreamed, multi-camera, event coverage with lower thirds utilizing HSA provided equipment
- Event Streaming will include remote participation (as required) using the current online platform used by the Board or Commission, to include (but not limited to): Microsoft Teams, Zoom, Google Meet, Cisco WebEx, and GoToMeeting.
- Raw footage from all cameras and microphones for all projects will be included as part of the deliverables.
- Final edits should be (determined by project) no less than 1080p/30fps, with 4K/30 fps (frames per second) preferred whenever possible. Special occasions may require up to 8K/60fps. Audio should be minimum of 48kHz at 24-bit depth.
- All footage and final edits should be broadcast-ready.
- All footage and final edits should be provided no more than seven days after filming of events. Some projects may have tighter deadlines.
- Dimensions and resolution for other projects (e.g. billboard, social media, etc.) will be provided on a project by project basis.

### **8.3 Intellectual Property Rights**

The State reserves the right to unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the work product, and to transfer the intellectual property to third parties for State purposes.

### **8.4 Offeror Hosting**

Included in the hourly charge for services provided as detailed in the Menu of Services Pricing Structure, the Offeror shall:

- Livestream the meeting on a web-based, free public access platform;
- Air the meeting on broadcast TV and/or Live Cable in its entirety at least once within one week of the meeting (maybe be live or pre-recorded as mutually agreed between Offeror and HSA); and,
- Host the meeting in its entirety on their Video on Demand service for a minimum of six months.

## **8.5 Termination for Convenience or Unavailability of Funds**

Contract is contingent upon funding availability. In the event of a funding shortfall, the Offeror will be provided a minimum of four (4) weeks notice in order to provide a ramp down period. Offeror shall be paid for all work completed through the end of this ramp down period.

## **8.6 Certification of Offeror Concerning Wages, Hours and Working Condition of Employees Supplying Services**

All Offerors for service contracts shall comply with section HRS §103-55, which provides as follows:

Wages, hours, and working conditions of employees of CONTRACTOR supplying services: Before any prospective Offeror is entitled to submit an offer for the performance of any contract to supply services in excess of \$25,000 to any governmental agency, Offeror shall certify that the services to be performed will be performed under the following conditions:

Wages: The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work.

Compliance with labor laws: All applicable laws of the Federal and State governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

No contract to perform services for any governmental contracting agency in excess of \$25,000 shall be granted unless all the conditions of this section are met. Failure to comply with the conditions of this section during the period of the contract to perform services shall result in the cancellation of the contract.

It shall be the duty of the government contracting agency awarding the contract to perform services in excess of \$25,000 to enforce this section.

This section shall apply to all contracts to perform services in excess of \$25,000, including contracts to supply ambulance service and janitorial service.

This section shall not apply to:

- 1) Managerial, supervisory, or clerical personnel.
- 2) Contracts for supplies, materials, or printing.
- 3) Contracts for utility services.
- 4) Contracts to perform personal services under paragraphs (2), (3), (12), and (15) of section 76-16, paragraphs (7), (8), and (9) of section 46-33, and paragraphs (7), (8), and (12) of section 76-77, Hawai'i Revised Statutes, (HRS).
- 5) Contracts for professional services.
- 6) Contracts to operate refreshment concessions in public parks, or to provide food services to educational institutions.

- 7) Contracts with nonprofit institutions.

## **8.7 Responsibility of Offerors**

The Offeror is advised that in order to be awarded a contract under this solicitation, the Offeror will be required, to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to Hawai‘i Revised Statutes HRS §103D-310(c):

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawai‘i Employment Security Law;
3. Chapter 386, Worker’s Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and
6. §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

### **8.7.1 Vendor Compliance – Hawai‘i Compliance Express (HCE)**

Vendors may use the HCE, which is an electronic system that allows vendors/Contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service; Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

### **8.7.2 Timely Registration on HCE**

Vendors/Contractors/service providers intending to use the HCE to demonstrate compliance are advised to register on HCE as soon as possible at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00 and the ‘Certificate of Vendor Compliance’ is accepted for the execution of a contract and final payment. If a vendor/Contractor/service provider is not compliant on HCE at the time of award, the Offeror will not receive the award.

### **8.7.3 Verification of Compliance on the HCE**

Prior to awarding this contract, the State shall verify compliance of the Contractor(s).

### **8.7.4 Vendor Compliance - Paper Documents**

Vendors not utilizing the HCE to demonstrate compliance shall provide the paper certificates to the Hawai‘i State Archives as instructed below. All certificates must be valid on the date it is received by the Hawai‘i State Archives. Timely applications for all applicable clearances are the responsibility of the Offeror.

#### **8.7.4.1 HRS Chapter 237 Tax Clearance Requirement for Award**

Pursuant to Section 103D-328, HRS, the Contractor shall be required to submit a tax clearance certificate issued by the Hawai'i State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green-certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate.

The *Tax Clearance Application*, Form A-6, and its completion and filing instructions, are available on the DOTAX website: <http://tax.hawaii.gov/forms/>.

#### **8.7.4.2 HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award**

Pursuant to Section 103D-310(c), HRS, the Contractor shall be required to submit a certificate of compliance issued by the Hawai'i State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the Hawai'i State Archives.

The *DLIR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR*, and its filing instructions are available on the DLIR website: <http://labor.hawaii.gov/forms/>.

#### **8.7.5 Timely Registration**

The above certificates should be applied for and submitted to the State as soon as possible. If a valid certificate is not submitted on a timely basis for an award of a contract, an Offeror otherwise responsive, may not receive the award.

#### **8.7.6 Verification of Compliance**

Upon receipt of compliance documents, the State reserves the right to verify their validity with the respective issuing agency. The Contractor shall maintain their compliance throughout the term of the contract.

#### **8.7.7 Required Review**

Before submitting a proposal, each Offeror must thoroughly and carefully examine this RFP, any attachment, addendum, and any other relevant document, to ensure Offeror understands the requirements of the RFP. Offeror must also become familiar with State, local, and Federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.

Should Offeror find defects and questionable or objectionable items in the RFP, Offeror

shall notify the State in writing prior to the deadline for written questions as stated in the Section 1.3 Schedule and Significant Dates, as amended. This will allow the issuance of any necessary corrections and/or amendments to the RFP by addendum and mitigate reliance on a defective solicitation and exposure of proposal(s) upon which award could not be made.

## **8.8 Proposal Preparation**

### **8.8.1 Offer Form OF-1**

Offer Form OF-1 is required to be completed using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, in the appropriate space on OFFER FORM page OF-1.

The Offeror's authorized signature on the OFFER FORM, OF-1 shall be an original signature in ink, which shall be required before an award, if any, can be made. The submission of the proposal shall indicate Offeror's intent to be bound.

Completion of Offer Form OF-1 is Offeror's acknowledgment and agreement to provide services in all categories identified in the RFP, agreement to provide services in all fifty states, and the understanding of evaluation criteria and process.

### **8.8.2 Offer Guaranty**

An offer guaranty is NOT required for this RFP.

### **8.8.3 Tax Liability and County Surcharge**

Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Offerors are advised that they are liable for Hawai'i GET at the current 4.0% rate for transactions made on O'ahu, Hawai'i, Maui, Kaua'i, Moloka'i, and Lāna'i or the applicable Use tax. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, the Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

County surcharges on state general excise (GE) tax or Use tax may be visibly passed on but are not required. For more information on county surcharges and the max pass-on tax rate, please visit the Department of Taxation's website at <http://tax.hawaii.gov/geninfo/countysurcharge>.

### **8.8.4 Federal I.D. No. and Hawai'i General Excise Tax License I.D.**

Offeror shall submit its current Federal I.D. No. and Hawai'i General Excise Tax License I.D. number in the space provided on OFFER FORM, page OF-X, thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the State.

## **8.9 Confidentiality**

- 8.9.1** If an Offeror in good faith considers a portion of an Offer, or correspondence with the State, to contain confidential information, it shall follow the procedures set forth in Section 4.5 Required Format and Content. Costs included or required to be included in an Offer cannot be confidential and will not be withheld from public access.
- 8.9.2** Any Offeror may request the nondisclosure of designated trade secrets or other proprietary data it considers confidential. Such request shall be in writing specifically identifying the information or material asserted to be confidential and the justification for confidential treatment. The request shall be submitted with the submission of the Offer. The information or material asserted by the Offeror to be confidential to the Offeror shall be clearly marked and be submitted in or with the Offer in such manner as to be readily separable from the Offer (or remaining portion of the Offer) to facilitate public access to and inspection of the non-confidential portion of the Offer. Total Cost proposals cannot be marked confidential.
- 8.9.3** Pursuant to HAR §3-122-58, the State will consult with the Attorney General regarding an Offeror's request for confidentiality of part of its Offer. The Attorney General shall determine what portions of the request are confidential under Law and what portions are not, in accordance with HRS Chapter 92F. The State shall communicate the Attorney General's determination to the Offeror in writing. If the request for confidentiality is denied in whole or in part, the information or material deemed to be non-confidential shall be made available as public information unless the Offeror appeals pursuant to HRS § 92F-42(1).

## **8.10 Redaction by the State**

If the State determines, pursuant to HRS §92F-13, that any information or material in an Offer, any written question or submission by a Prospective Offeror, an Offeror or a Contractor, any response to any question or submission from a Prospective Offeror, Offeror or Contractor, and/or any Contract document is not required to be disclosed, then the State shall segregate, or redact, or otherwise cause any such information or material to not be made available as public information.

## **8.11 Protest Procedures**

Pursuant to HRS §103D-701 and HAR §3-126-3, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer at:

Procurement Officer  
Hawai'i State Archives  
364 S. King  
Honolulu, HI 96813

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further, provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award or if requested, within five (5) working days after the Procurement Officer's debriefing was completed.

The notice of award, if any, resulting from this solicitation shall be posted on the State of Hawai'i electronic procurement site.

## **8.12 Notice to Proceed**

Work will commence on the official commencement date specified on the Notice to Proceed.

## **8.13 Contract Execution**

The successful Offeror receiving award shall enter into a formal written contract to be signed by the Contractor and returned within ten (10) working days.

No performance or payment bond is required for this contract.

No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The State of Hawai'i is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date.

If an option to extend is mutually agreed upon, the Contractor shall be required to execute a supplemental contract for the additional extension period.

## 8.14 Liability Insurance

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his Subcontractors, if any, from claims for damages for personal injury, accidental death, and property damage which may arise from operations under this contract, whether such operations be by the Contractor or by Subcontractor or anyone directly or indirectly employed by either of them. If any Subcontractor is involved, the insurance policy or policies shall name the Subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a Subcontractor and naming the Subcontractor as additional insured, the Contractor may require the Subcontractor to provide its insurance, which meets the requirements herein. It is understood that a Subcontractor's insurance policy or policies are in addition to the Contractor's policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its Subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (Occurrence form)	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 per accident

Professional Liability shall be required from vendors providing professional services requiring a license to conduct their business such as an engineer, architect, accountant, lawyer, information technology services, etc.

Each insurance policy required by this contract (with the exception of the Professional Liability policy), including a Subcontractor's policy, shall contain the following clauses:

- A. "The State of Hawai'i is added as an additional insured as respects to operations performed for the State of Hawai'i."
- B. "It is agreed that any insurance maintained by the State of Hawai'i will apply in excess of, and not contribute with, insurance provided by this policy."

A Waiver of Subrogation shall apply to the General Liability, Automobile Liability, and Worker's Compensation insurance policies and shall be in favor of the State of Hawai'i.

Prior to award, the Contractor agrees to deposit with the State of Hawai'i certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this RFP have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit

with the State during the entire term of the price list and price list extensions, if any, including those of its Subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default, entitling the State to exercise any or all of the remedies provided in the contract and this RFP for default by the Contractor.

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this RFP. Notwithstanding said policy or policies of insurance, the Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this price list.

### **8.15 Contract Invalidation**

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

### **8.16 Mistakes in Proposals**

- 8.16.1** Mistakes shall not be corrected after awarding of the contract.
- 8.16.2** When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer may request the offeror to confirm the proposal. If the Offeror alleges a mistake, the proposal may be corrected or withdrawn pursuant to this section.
- 8.16.3** If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.
- 8.16.4** If discussions are not held, or if the best and final offers upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal before award if the mistake is clearly evident on the face of the proposal but the intended correct offer is not, or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is when there is no effect on the price, quality, or quantity. If discussions are not held or if the best and final offers upon which award will be made have been received, the Procurement Officer may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the State. Examples include the failure of an Offeror to return the

number of signed proposals required by the request for proposals; sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound, or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on the price, quality or quantity.

## **8.17 Modification Prior to Submittal Deadline or Withdrawal of Offers**

- 8.17.1** The Offeror may modify or withdraw a proposal before the proposal due date and time.
- 8.17.2** Any change, addition, deletion of attachment(s), or data entry of an Offer may be made prior to the deadline for submittal of offers.

## **8.18 Contract Changes – Unanticipated Amendments**

During the course of the contract, the Contractor may be required to perform additional work which shall be within the general scope of the initial contract. When additional work is required, the Contract Administrator will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work.

Contractor will not commence additional work until the Contract Administrator has secured the required State approvals necessary for the amendment and an executed written contract amendment has been issued.

## **8.19 Re-execution of Work**

The Contractor shall re-execute any work that fails to conform to the requirements of the contract which appear during the course of the work and shall immediately remedy any defects due to faulty work by the Contractor.

## **8.20 Hawai'i State Archives Responsibilities**

HSA shall appoint an internal staff member to serve as project coordinator and liaison to Offeror's team lead. HSA Project Coordinator shall be responsible for keeping the master schedule of which Boards and Commissions meetings are covered under the contract given the size of the Contractor's workforce and supply the Contractor with the date, time, location, and number of cameras and team members needed. HSA Project Coordinator will provide a minimum of two (2) weeks notice of work assignments, and provide Contractor with a list of all lower thirds/graphics needed a minimum of one (1) week prior to the event. Contractor is responsible for assigning the appropriate videographers, audio engineers, director, assistant directors, or any other technical crew needed to complete the work. Contractor shall submit the names of the livestreaming team to the HSA Project Coordinator not less than two (2) business days before the event, to include email and cell phone contract information.

HSA shall supply sufficient kit for each Livestream Recording team to have the equipment necessary for the size and location of the event, including, but not limited to:

- Livestream Production System – TriCaster TC1 or vMix workstation as appropriate for Contractor’s skill set;
- Control surface to provide camera controls, switching, graphics, lower thirds, etc., such as TriCaster Flex, or equivalent;
- Minimum of three (3) PTZOptics Move 4K cameras, or equivalent NDI based video cameras, with stands;
- Netgear GS516UP switch with minimum 8 1Gb PoE ports, or equivalent;
- TP-Link ER7206 Router for internal IP assignment, or equivalent;
- Dell Pro 16 Laptop (for use in managing hybrid/online meetings);
- 8 plug power strip or UPS, as agreed upon;
- Tascam 12 audio mixer, or equivalent;
- Microphones, as needed to cover the event (TBD based on Contractor experience);
- Lilliput BM281-4KS Monitor in road case, or equivalent;
- Cabling, keyboards, mice as required;
- Road Cases and/or bags to organize and protect equipment from damage, while emphasizing quick, efficient setup and take down.

Contractor shall be responsible for maintaining the equipment in working order, ensuring that technical crew assigned to the project are properly trained in its operation and advanced troubleshooting, and promptly report to the HSA Project Coordinator any equipment in need of repair and/or replacement.

**ATTACHMENT A:  
STATEMENT OF WORK FOR  
RFP-26-HSA-001**

It is anticipated that the proposed Statement of Work (SOW) will be incorporated as an attachment to the resultant award instrument. The SOW, without restrictive markings, is your company's affirmation that the SOW is non-proprietary.

**Videography and Distribution Services of Meetings and Events**

**1.1 BACKGROUND**

The Hawai'i State Archives has been tasked with assisting State and Local Boards and Commissions, from all islands, with livestreaming and recording of their meetings in order to increase public accessibility and participation. This solicitation is to obtain an experienced service provider capable of handling the livestream and hosting post-meeting recordings of any State or Local Board or Commission, from all islands, that are interested in availing themselves of this service. Proposals must take into account that meetings take place both during work hours, as well as evenings and weekends. Furthermore, proposals must address how services will be provided to the Boards or Commissions located on neighbor islands (either through sub-contracting or travel).

**1.2 OBJECTIVE**

The goal of the Hawai'i State Archives Boards and Commissions Project is to establish a long-term contractual agreement for video recording and streaming services for State and Local Boards and Commissions and other State of Hawai'i public events.

Streaming services will provide coverage of all State and Local Boards and Commissions meetings, Archives events, and State of Hawai'i public events, as required.

- a. Boards and Commissions will be streamed in accordance with pre-planned, routine frequency with occasional extraordinary meetings.
- b. State of Hawai'i public events will be assigned by HSA with a minimum of four-week advanced notice.

## **1.3 SCOPE OF WORK**

### **1.3.1 Boards and Commissions:**

For each Board or Commission meeting covered under this contract, the contractor shall:

- Provide a two-person team of trained staff (one videographer and one audio/remote participant engineer) to travel to the Board/Commission meeting site, as required;
- Set up HSA provided equipment, as needed;
- Provide livestreaming coverage of the Board/Commission Meeting;
  - Create and display lower thirds for all committee members, agenda items, and other operational needs (e.g., recess), where appropriate;
- Ensure that All Board/Commission members are correctly framed and speech is clearly captured;
- Enable remote meeting participation using the meeting platform choice of the Board/Commission (e.g., Teams, Google Meet, Zoom) ;
- Display remote participant on TV screen for Board/Commission Viewing, when appropriate;
- Troubleshoot technical difficulties that arise;
- Maintain confidentiality when Boards/Commissions go into Executive Session;
- Breakdown equipment at end of meeting;
- Provide HSA with recording of the Livestream, as well as raw footage from each camera and audio within 72 hours of event conclusion.
- Additional AV staff shall be provided as determined necessary by HSA to cover larger or more complex meetings.

Livestream of meetings shall be to the existing Board/Commission social media and/or website, in addition to distribution channels of the contractor (social media, webpage, VoD, Broadcast/Cable as specified in 8.4 Offeror Hosting) specified in the Menu of Services as selected by HSA.

HSA provided equipment will be either TriCaster or vMix based live streaming - video production system (contractor's choice), matching control surface to control cameras, switching and lower thirds, 3 or more 4K PTZOptics NDI based cameras (depending on meeting size), conference microphones, audio mix board, portable monitors, laptop, keyboards, mice.

### **1.3.2 State Events:**

For Each State Event covered under this contract, the contractor shall:

- Provide the equipment and trained staff necessary to provide livestreaming of the event of a production value to match or exceed prior State of the State events, to include, but not limited to:
  - a minimum of three 4K cameras with appropriate lens to frame the speakers/participants;
  - Audio equipment to capture sound from a speaker's podium and/or wireless microphones as requested by the event organizer;
  - Video and audio mix boards necessary to capture and livestream the event;

- All necessary cabling and equipment to connect audio and video for livestreaming;
- Create and display lower thirds for all event speakers/officials, event agenda, and other operational needs, where appropriate;
- Troubleshoot technical difficulties that arise;
- Provide HSA with recording of the Livestream, as well as raw footage from each camera and audio within 72 hours of event conclusion.
- Additional AV staff shall be provided as determined necessary by HSA to cover larger or more complex events.

### **1.3.3 On-Site Productions:**

For those State Entities that do not have an available location for their meetings, the contractor shall provide sufficient space (capable of seating eight board members and twenty audience members) for use by the State entity (including on evenings/weekends), to include, but not limited to:

- Provide the equipment and trained staff necessary to provide livestreaming of the event of a production value to match or exceed production standards of meetings filmed under scope of work 1.3.1, to include, but not limited to:
  - Furniture and related set materials appropriate for the type of event being recorded;
  - 4K cameras with appropriate lens to frame the speakers/participants, tight headshot 1-up;
  - One mobile camera with steadycam mount, on a project-by-project basis;
  - Audio equipment to capture sound from a speaker's podium and/or wireless microphones as requested by the event organizer;
  - Video and audio mix boards necessary to capture and/or livestream the event;
  - All necessary cabling and equipment to connect audio and video for recording and/or livestreaming;
- Create and display lower thirds for all speakers/officials, event agenda, and other operational needs, as requested by the State entity;
- Troubleshoot technical difficulties that arise;
- Provide HSA with recording of the event, as well as raw footage from each camera and audio within 72 hours of event conclusion.
- Additional AV staff shall be provided as determined necessary by HSA to cover larger or more complex events.

## **1.4 DELIVERABLES & QUALITY CONTROL REQUIRED KEY PERFORMANCE INDICATORS**

Offeror will provide HSA with:

- Offline copy of livestream event as it was witnessed by the public
- Raw footage from each camera used at the event
- Raw audio that includes each microphone used as its own track

- Any mastered/edited product produced under this contract
- Monthly report that includes:
  - Number of events recorded, then same data:
    - Broken down by Jurisdiction
    - Enumerated by Board and/or Commission
  - Total Minutes of recording completed, then the same data:
    - Broken down by Jurisdiction
    - Enumerated by Board and/or Commission

# Offer Form OF-1

Videography and Distribution Services of Meetings and Events RFP-26-HSA-001

Adam Jansen, PhD  
Hawai'i State Archives  
Honolulu, Hawai'i 96813

Aloha Dr. Jansen:

The undersigned has carefully read and understands the terms and conditions specified in the Minimum Requirements and Qualifications, Statement of Work, Specifications and Special Provisions attached hereto, dated 05/2026, and the AG General Conditions, Form AG-008 or as amended; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this bid, 1) Offeror is declaring this offer is not in violation of Chapter 84, Hawai'i Revised Statutes, concerning prohibited State contracts, and 2) Offeror is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

Sole Proprietor     Partnership     \*Corporation     Joint Venture  
 Other \_\_\_\_\_  
\*State of incorporation: \_\_\_\_\_

Hawai'i General Excise Tax License I.D. No. \_\_\_\_\_

Payment address

(other than street address below): \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

Business address (street address): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Respectfully submitted:

_____	(x)	_____
Date		Authorized (Original) Signature
_____		_____
Telephone No.		Name and Title (Please Type or Print)
_____	**	Exact Legal Name of Company (Bidder)
Fax No.		
_____		
E-mail Address		

\*\*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

\_\_\_\_\_

**CLIENT REFERENCES  
OFFER FORM OF-2**

Client References: Offeror is required to fill out Section 1 for a minimum of three (3) references to customers who received services similar to those called out in this RFP. Offeror shall then complete Section 2 for each reference and email to referenced customer to complete Section 3.

**Section 1. To be completed by the offeror and submitted with offer.**

Customer Name #1: \_\_\_\_\_  
Address: \_\_\_\_\_  
Reference Name: \_\_\_\_\_  
Current Phone: \_\_\_\_\_

Customer Name #2: \_\_\_\_\_  
Address: \_\_\_\_\_  
Reference Name: \_\_\_\_\_  
Current Phone: \_\_\_\_\_

Customer Name #3: \_\_\_\_\_  
Address: \_\_\_\_\_  
Reference Name: \_\_\_\_\_  
Current Phone: \_\_\_\_\_

The State may contact all of the references listed to inquire about Offeror's equipment, services, performance, and degree of customer satisfaction. Section 2 may be prefilled by the Offeror, but Section 3 MUST be the sole work of the Customer. Submissions of Section 2 and/or 3 by the Offeror will not be considered.

Offeror's Customers are requested to email the completed Section 2 and 3 (due no later than the close of the RFP) to:

Email: [Adam.Jansen@Hawaii.Gov](mailto:Adam.Jansen@Hawaii.Gov)

Subject: RFP-26-HSA-001 [Offeror] Eval

Or transmit in hard copy form (due no later than the close of the RFP) to:

Adam Jansen  
364 S King St  
Honolulu, HI 96813  
Attn: RFP-HSA-26-001

**Section 2. May be completed by the Offeror for Submission by Customer**

Contractor Name:	Contractor Contact/Name:
Project Dates:	Contractor Contact Phone:
Customer Organization:	Customer Contact Name:
	Customer Phone:
Customer Address:	Customer Fax:
Operating Budget of Organization:	
<p>Project included implementation in which of the following procurement categories (Check all that apply):</p> <p><input type="checkbox"/> Acquisition Planning      <input type="checkbox"/> Market Research      <input type="checkbox"/> Solicitation and Award</p> <p><input type="checkbox"/> Contract Management      <input type="checkbox"/> Completion &amp; Closeout      <input type="checkbox"/> Other Services</p>	
<p>Project included implementation of procurement categories listed above in a government and/or education organization:</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
Scope of Project:	
Number of employees staffed for this project:	
Total One-Time Cost of Project (Estimated/Actual):	

Reason for Change in Total One-Time Cost of Project, if applicable:				
Scope of Contractor/Offeror's Involvement in this project:				
Number of employees Contractor/Offeror staffed for this project:				
Original Value of Contractor/Offeror's Contract:		Actual Total Contract Value:		
Reason(s) for Change in Value:				
Estimated Start & Completion Dates:	From:	Click here to enter a date.	To:	Click here to enter a date.
Actual Start & Completion Dates:	From:	Click here to enter a date.	To:	Click here to enter a date.
Reason(s) for Difference Between Estimated and Actual Dates:				

**Section 3. To be completed by the Offeror's Customer**

**Customer Evaluation of Offeror's Services**

Contractor Name (may be subcontractor to Offeror):

Customer Name:

**A. Validation of Referenced Project Data Provided by Offeror in Section 2**

Comments from the Customer Organization

**B. Past Performance Reference**

**RATING GUIDELINES**

Selection	Rating
5	Significantly exceeded your expectations.
4	Somewhat exceeded your expectations.
3	Met your expectations.
2	Somewhat below your expectations.
1	Significantly below your expectations.

Please explain ratings of 1, 2, or N/A in the Comments section below.



As a representative of the Customer Organization listed above, I approved the responses to the previous statements about the performance of the Contractor listed above on the project identified in Section 2 of this Offeror Experience Reference Form.

Printed Name:

Printed Title:

Signature:

Date:

## Menu of Services Pricing Structure

### Cost for Recording and Streaming On-Site/Hybrid Boards and Commissions Meeting or Other Similar Events:

Base charge, to include: travel to location, HSA equipment setup, first two hours of meeting (from formal start of event), equipment takedown, and providing all raw/edited materials to the Archives for each of the following:

<u>Description</u>	<u>Base Cost each</u>
Core 2 Person Team (one audio engineer, one videographer)	
Each additional audio engineer, as requested	
Each additional videographer, as requested	
Each production director, as requested	
Other positions not listed above	
Cost Modifiers and Description (weekend, overtime, etc.)	Cost Basis

**Additional Charge per hour of On-Site/Hybrid event beyond the first two hours:**

<b><u>Description</u></b>	<b><u>Cost per Additional hour</u></b>
Core 2 Person Team (one audio engineer, one videographer)	
Each additional audio engineer, as requested	
Each additional videographer, as requested	
Each production director, as requested	
Other positions not listed above	
Cost Modifiers and Description (weekend, overtime, etc.)	Cost Basis

**Cost for Recording and Streaming 100% Online Meeting or Other Similar Events:**

Base charge, to include: Equipment setup, first two hours of meeting, equipment takedown, and providing all raw/edited materials to the Archives for each of the following:

<b><u>Description</u></b>	<b><u>Base Cost each</u></b>
Core 2 Person Team (one audio engineer, one videographer)	
Each additional audio engineer, as requested	
Each additional videographer, as requested	
Each production director, as requested	
Other positions not listed above	
Cost Modifiers and Description (weekend, overtime, etc.)	Cost Basis

**Additional Charge per hour of 100% Online Meeting/Event beyond the first two hours:**

<b><u>Description</u></b>	<b><u>Cost per Additional hour</u></b>
Core 2 Person Team (one audio engineer, one videographer)	
Each additional audio engineer, as requested	
Each additional videographer, as requested	
Each production director, as requested	
Other positions not listed above	
Cost Modifiers and Description (weekend, overtime, etc.)	Cost Basis

**Postproduction rates, per hour of labor:**

<b><u>Description</u></b>	<b><u>Cost per hour</u></b>
Video Editor	
Audio Engineer	
Graphics Artist	
Development of training materials (as determined to be needed for project success – to include perpetual usage rights for HSA to distribute to State entities.)	
In-person delivery above training, as requested by HSA	
Recording and Production of above training for Asynchronous viewing, as requested by HSA for online hosting and use by State and Local entities	
Other positions/service offerings not listed above	
Cost Modifiers and Description (weekend, overtime, etc.)	Cost Basis

**Other State-Sponsor Events, as needed:**  
**Filming Live Events using Contractor Provided Equipment**

<b><u>Description</u></b>	<b><u>Cost and Basis</u></b>
Transport and Setup of equipment on site (Base Charge)	
Per Camera and Camera Operator	
Per Audio setup w/Audio Engineer	
Per Director	
Per Asst Director	
Other Positions not listed above	
Cost Modifiers and Description (weekend, overtime, etc.)	Cost Basis

**Filming in Contractor Studio/Space:**

To include contractor provided equipment as determined necessary for the event:

<b><u>Description</u></b>	<b><u>Charge and basis</u></b>
Venue usage and setup fees; including appropriate set tables and seating, placement of cameras and lights, etc. as needed for the event	
Per camera and camera operator	
Per Audio setup and Audio Engineer	
Per Director	
Per Production Assistant	
Additional costs beyond above	
Cost Modifiers and Description (weekend, overtime, etc.)	Cost Basis

## **Travel**

If travel off the Island of O‘ahu is determined by HSA to be necessary to complete services under the proposal, the contracted basis for travel shall follow the current State of Hawai‘i Travel Policies ([https://spo.hawaii.gov/blog/faq\\_types/travel/](https://spo.hawaii.gov/blog/faq_types/travel/)).

Detail below any additional expenses beyond those covered by the State Policies listed above, such as direct cost of Airfare and Vehicle Rental: