

State of Hawai'i

560 North Nimitz Highway, Suite 200 Honolulu, Hawai'i 96817

June 30, 2023

Request for Quotes ("RFQ") No. COMM 2023-020

VIDEO PRODUCTION SERVICES FOR THE OHA'S BRANDING CAMPAIGN

To All Interested Parties:

Notice is hereby given that the Office of Hawaiian Affairs (hereinafter "OHA") will be accepting quotes from interested Offerors that can provide video production services for the OHA branding campaign targeted towards Native Hawaiian and Pacific Islander communities.

The term of this Contract shall be for twelve (12) months, subject to the availability of funds.

Quotes must be received through the HIePRO website by 2:00 p.m. Hawai'i Standard Time (hereinafter "HST") on Friday, July 14, 2023.

Pursuant to Hawaii Administrative Rules §3-122-75, considering the criteria, including but not limited to, quality, warranty, and delivery; the award shall be made to the lowest responsive, responsible offeror. When award to the lowest responsive, responsible offeror is not practicable, award shall be made to the offeror whose quotation provides the best value to the OHA.

The OHA reserves the right to reject any or all quotes and to accept the quotes in whole or part in the best interest of the OHA.

Background

OHA's mission is to mālama Hawai'i's people and environmental resources, and OHA's assets, toward ensuring the perpetuation of the culture, the enhancement of lifestyle and the protection of entitlements of Native Hawaiians, while enabling the building of a strong and healthy Hawaiian people and lāhui, recognized nationally and internationally.

Scope of Services

- A. Branding Campaign Thirty-Second Videos
 - 1. The Offeror shall produce three (3) thirty-second videos to be completed in a six (6) month timeframe.
 - 2. The Offeror shall shoot video, secure b-roll, edit the three (3) thirty-second videos and prepare the video files for both television and social media.
 - 3. The video topics shall target the Native Hawaiian and Pacific Islander communities.
 - 4. The Offeror shall provide videography services which shall include, but may not be limited to, the following:
 - a. On location or in-studio filming;
 - b. HD video production capabilities;
 - c. Access to permission-free/permission-cleared stock footage;
 - d. Video editing;
 - e. Polished overlay video graphics;
 - f. Project coordination to include shoot scheduling and management of logistics on shoot days;
 - g. Writing stories and scripts from a Hawaiian perspective;
 - h. Providing Hawaiian language translation services; and
 - i. Captioning for each video production.

B. Audio-related Services

- 1. The Offeror shall have the ability to record voiceover narratives, as needed.
- 2. The Offeror shall create appropriate background music soundtracks for the videos.
- C. Photography Services: The Offeror shall produce photographs of still images for related text pieces that support and complement the videography pieces that can be used for print and digital promotional materials.
- D. The OHA shall retain editorial control and ownership of all videos that are produced.

General Requirements

- A. Prior to submitting a quote through HIePRO, the Offeror must be registered in HIePRO in order to respond to a solicitation. Please register by going to the State Procurement Office's website: https://hiepro.ehawaii.gov/vendor.html.
- B. All local, national and international Offerors must be compliant with applicable laws and rules of the State of Hawai'i in order to receive an award. If you are not compliant, please

register by going to Hawaii Compliance Express' (hereinafter "HCE") website: http://vendors.ehawaii.gov/hce/splash/welcome.html

- C. The Offeror must complete the W-9 form (https://www.irs.gov/pub/irs-pdf/fw9.pdf) upon notification of award.
- D. The Offeror must submit a current copy of a Certificate of Liability Insurance upon notification of award and shall, at its own costs and expense, at all times during the term of the Contract, maintain insurance coverage with the minimum limits as follows:

Coverage Commercial General Liability (including personal injury, death, and property damage)	<u>Limits</u> \$2,000,000 per occurrence; \$2,000,000 general aggregate per policy year; \$2,000,000 products and completed operations aggregate limit per policy year.
Personal and Advertising Injury	\$1,000,000 each occurrence.
Umbrella Liability	\$2,000,000 aggregate.
Automobile Insurance covering all owned, non-owned, and hired automobiles	Bodily injury liability limits of \$1,000,000 each person and \$1,000,000 per accident; property damage liability limits of \$1,000,000 per accident. Or \$2,000,000 combined single limit.
Workers Compensation as required by laws of the State of Hawai'i	Insurance to include Employer's Liability. Such coverage shall apply to all employees of the CONTRACTOR and (in case any sub-contractor fails to provide adequate similar protection for all its employees) to all employees of sub-contractors.
Professional Liability (Errors and Omissions)	\$1,000,000 per claim \$2,000,000 annual aggregate

E. The State of Hawai'i, the OHA, its elected and appointed officials, employees, and volunteers shall be named added as additional insured with respect to occurrences during or in connection with the performance of this Contract. Before the effective date of this Contract, the CONTRACTOR agrees to provide the OHA with certificate(s) of insurance necessary to satisfy the OHA that the insurance provision of this Contract have been complied with and to keep such certificate(s) on deposit with the OHA during the entire term of this Contract. The minimum insurance required shall be in full compliance with the Hawai'i Insurance Code throughout the entire term of the Contract, including supplemental contracts, and shall be written by a company authorized to do business in the State of Hawai'i and rated no less than an AM Best rating of A- VIII. CONTRACTOR

and its carriers agree to waive their rights of subrogation with respect to any claims covered, or which should have been covered, by valid and collectible insurance, including any deductibles or self-insurance maintained thereunder. Upon request by the OHA, the CONTRACTOR shall furnish a copy of the policy or policies that satisfy the Insurance Requirements of this Contract.

- F. Each insurance policy required by the contract, including a subcontractor's policy, shall contain the following clauses:
 - 1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the Office of Hawaiian Affairs, 560 North Nimitz Highway, Suite 200, Honolulu, HI 96817."
 - 2. "The Office of Hawaiian Affairs, its trustees, employees, representatives and agents and the State of Hawai'i are added as additional insureds as respects to operations performed for the Office of Hawaiian Affairs."
 - 3. "It is agreed that any insurance maintained by the Office of Hawaiian Affairs will apply in excess of, and not contribute with, insurance provided by this policy."
- G. Failure of the CONTRACTOR to provide and keep in force such insurance shall be regarded as a material default under this Contract, entitling the OHA to exercise any or all the remedies provided in this Contract for default of the CONTRACTOR.
- H. The procuring of such required policy or policies of insurance shall not be construed to limit the CONTRACTOR'S liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, the CONTRACTOR shall be obliged for the full and total amount of damage, injury, or loss cause by negligence or neglect connected with this Contract.
- I. To satisfy the minimum coverage limits required by this Contract, the Successful Offeror may use an umbrella policy in addition to the mandatory insurance policies (e.g, general liability insurance, automobile Insurance, and workers' compensation) provided that the OHA approves, and the umbrella policy follows the underlying coverage forms.
- J. The CONTRACTOR shall notify the OHA in writing of any cancellation or substantive change in insurance at least thirty (30) calendar days prior to the effective date of such cancellation or change.
- K. The OHA is a self-insured semi-autonomous state agency. The CONTRACTOR'S insurance shall be primary. Any insurance maintained by the State of Hawai'i and OHA shall apply in excess of, and shall not contribute with, insurance provided by the CONTRACTOR.

Other Requirements

- A. The Offeror shall be available for telephone and e-mail consultations.
- B. The Offeror shall disseminate and collect waiver forms from all on-screen sites and participants.
- C. An Offeror with scheduling flexibility is preferred.
- D. The Offeror shall be skilled in graphic design.
- E. An Offeror with animation experience is preferred.

The RFQ may be canceled when it is determined to be in the best interest of the OHA. If you have any questions, you may contact Alison Roney, Procurement Agent, by e-mail at alisonr@oha.org.