

**SOLICITATION DOCUMENT NO. RFP-CCL-25-01**



**NOTICE TO OFFERORS  
REQUEST FOR SEALED PROPOSALS (RFP)**

**Description:** Council Telecasting and Video Services

**Request Agency:** Honolulu City Council  
City & County of Honolulu, Hawaii.

**COMPETITIVE SEALED PROPOSALS** shall be received no later than:

**Close Time:** 15:00 HST

**Close Date:** **May 31, 2024**

**Location:** Council Administrative Services  
c/o City Council  
530 South King Street, Room 202, City Hall  
Honolulu, Hawaii 96813

Questions relating to this solicitation shall be emailed to Kenny Amazaki at [kamazaki@honolulu.gov](mailto:kamazaki@honolulu.gov).

A handwritten signature in black ink that reads "Tommy Waters". The signature is written in a cursive style with a long horizontal stroke at the end.

---

TOMMY WATERS  
Council Chair & Legislative CPO

## TABLE OF CONTENTS

### NOTICE TO OFFERORS

- Schedule of Events
- Special Instructions to Offerors
  - General Instructions to Offerors
  - Preparation of Proposals
  - Method of Award
  - Exhibit 1: Sample Contract
  - Language Substitutions
  - Events Days
- Evaluation Criteria

**APPENDIX A: SCOPE OF WORK**

**APPENDIX B: TERM/SCHEDULE OF WORK**

**APPENDIX C: PRICING/CERTIFICATIONS [TO BE SUBMITTED]**

**APPENDIX D: SPECIAL PROVISIONS**

**APPENDIX E: GENERAL TERMS AND CONDITIONS**

**APPENDIX F: CONTRACTOR'S PROPOSAL [TO BE SUBMITTED]**

**APPENDIX G: PRICING-BUDGET [TO BE SUBMITTED]**

**APPENDIX H: EXPERIENCE [TO BE SUBMITTED]**

**APPENDIX I: REFERENCES [TO BE SUBMITTED]**

**APPENDIX J: CERTIFICATION [TO BE SUBMITTED]**

**APPENDIX K: APPROACH AND UNDERSTANDING OF SCOPE OF WORK  
[TO BE SUBMITTED]**

**APPENDIX L: VIDEO CHAPTERING [TO BE SUBMITTED]**

**APPENDIX M: FINANCIAL RESOURCES [TO BE SUBMITTED]**

## NOTICE TO OFFERORS - SCHEDULE OF EVENTS

All times indicated are Hawaii Standard Time (HST).

Availability of the RFP	April 30, 2024
Pre-Proposal Conference	May 7, 2024
Deadline to Submit Request for Clarifications/Substitutions:	May 14, 2024
Last Day to Issue Addenda:	May 21, 2024
<b>DEADLINE FOR OFFERS:</b>	<b>May 31, 2024 15:00 HST</b>

## NOTICE TO OFFERORS – SPECIAL INSTRUCTIONS TO OFFERORS

1. General Instructions to Offerors for the City and County of Honolulu dated 2/9/17.

The General Instructions to Offerors for the City and County of Honolulu dated 2/9/17 shall apply. If not physically attached, it shall be incorporated by reference herein and referred to as the "General Instructions." Copies may be obtained online at [www.honolulu.gov/pur](http://www.honolulu.gov/pur); click on the link titled: " Instructions, Terms & Conditions".

2. QUESTIONS ABOUT THIS RFP: Questions are to be submitted to Kenny Amazaki via email ([kamazaki@honolulu.gov](mailto:kamazaki@honolulu.gov)). Interested offerors may also submit their written questions at the pre-proposal meeting. The deadline for submitting questions is Thursday, March 12, 2020.

CITY COUNCIL'S RESPONSES TO QUESTIONS: The City's official responses to offerors' questions will be made on or before **Tuesday, May 14, 2024**. Access the City Council's website at:

<https://www.honolulucitycouncil.org/procurement>

Select "RFP NO. 25-01" and upon entering, click on "Replies to RFP Questions."  
ADDENDA: Addenda shall be posted Access the City Council's website at:

<https://www.honolulucitycouncil.org/procurement>

Select "RFP NO. 25-01" and upon entering, click on "Addenda."

3. Preparation of Proposals. The Offeror shall submit one original proposal plus five (5) copies. If possible, the City requests that the Offeror provide a digital copy of the entire proposal. The Offeror's proposal shall consist of the Appendix C: Pricing / Certifications, Appendix F: Contractor's Proposal, Appendix G: Pricing-Budget, Appendix H: Experience, Appendix I: References, Appendix J: Certification, Appendix K: Approach and Understanding of Scope of Work, Appendix L: Video Chaptering, and Appendix M: Financial Resources.
4. Submission Instructions and Deadline: Your completed proposal, consisting the original and five (5) copies, must be received by the City Council no later than Friday, May 31, 2024, 15:00, HST. The delivery address is: City Council; 530 South King Street, Room 202; Honolulu, Hawaii 96813. Submissions received by the City after this date and time shall not be eligible for consideration.
5. Proprietary Information: If proprietary information is included in your proposal, offerors shall designate in writing those portions as "confidential." The materials or sections designated as confidential shall be readily separable from the proposal in order to facilitate inspection of the non-confidential portions of the proposal.
6. Listing of Offerors Participating in this RFP: The names of offerors submitting proposals will be noted in a register. When the RFP process is completed, this register will be placed in a file containing documents related to RFP NO. 25-01.

7. Priority List of Offerors and Discussions: Pursuant to Section 3-122-46 of the Hawaii Administrative Rules entitled "Preparing a Request for Proposals," the initial review by the evaluation committee shall include the categorization of each proposal as "acceptable," "potentially acceptable" or "unacceptable." Only offerors submitting "acceptable" or "potentially acceptable" proposals shall be deemed a "priority-listed" offeror. Upon generating the priority-listed offerors, further addenda shall only be issued to the priority-listed offerors. Discussions may be conducted with "priority-list offerors." However, proposals may also be accepted without discussions.
8. Method of Award. The City shall award to the responsible Offeror whose offer is determined to be the most advantageous to the City in accordance with the solicitation's evaluation criteria. The award is subject to the availability of funding.
9. Sample of Contract. A sample of the City & County of Honolulu's contract form is included as Notice to Offerors - Exhibit 1. Any questions regarding the City's contract form shall be submitted prior to the solicitation's deadline to submit Request for Clarifications/Substitutions.
10. Language Substitutions. Part of RFP No. 25-01 includes "General Terms and Conditions" (02/01/2015) and "General Instructions to Offerors" (02/09/2017). These two documents have been generated primarily for Executive Branch agencies but are being used by the Legislative Branch for this RFP. Thus, references to certain agencies, locations and job titles shall be adjusted via the following substitutions:

<u>Replace</u>	<u>with</u>
Division of Purchasing	City Council
Purchasing Division	City Council
City Purchasing Division	City Council
Office of the Purchasing Division	City Council
Department of Budget and Fiscal Services	City Council
City Hall, Room 115	City Hall, Room 202
Director of Budget and Fiscal Services	Council Chair
Director	Council Chair
Purchasing Administrator	Council Chair or designee
City Purchasing Administrator	Council Chair or designee
Chief Procurement Officer	Council Chair

The above examples may not represent a comprehensive list of all required substitutions. If there are any questions, contact Kenny Amazaki ([kamazaki@honolulu.gov](mailto:kamazaki@honolulu.gov)).

11. "Event Days." This has a bearing on your calculations for Pricing. Please be aware that there are two (2) categories of "Event Days" with Category 1 covering Council Proceedings and Category 2 covering Charter Commission Proceedings.

### **CATEGORY 1**

**Description of an "Event Day."** An "Event Day" is described as a Council meeting day in which one or several Legislative Proceedings are scheduled and conducted. If

there are several meetings held during one calendar day (e.g., committee meetings), it shall be considered one (1) “Event Day.” Another example is a regular full Council meeting in the Chamber in which there are separate morning and afternoon sessions, however, these a.m. and p.m. sessions on this day shall be considered as one (1) “Event Day.” If a meeting commences on a given calendar day (e.g., Thursday at 9:00 a.m.), runs past midnight and ends on the next calendar day (e.g., Friday at 1:30 a.m.), this shall be considered as one (1) “Event Day.” However, if the Council calls a recess at 1:30 a.m., and reconvenes this meeting later (the afternoon of the next day or a few days later, this would be considered two (2) “Event Days.” **Please be aware that there are two (2) types of an “Event Day” with the first taking place in Honolulu Hale while the second type occurring on-location (e.g., Kapolei Hale and Leeward Community College).**

**Number of Council “Event Days” and Meeting Sites.** On an *annual* basis, it is estimated that the contractor will be required to provide telecasting services for 70 “Event Days” consisting of council meetings, committee meetings and public hearings to be telecast on a “live” basis if the meeting is held at Honolulu Hale and on a “live” basis for meetings held outside of Honolulu Hale if proper equipment/technology is available.

The breakdown of the estimated 70 “Event Days” in a *full* fiscal year (total of 5) is as follows:

Council meetings (Chamber) at Honolulu Hale	12
Committee meetings at Honolulu Hale	36
Budget briefings at Honolulu Hale	7
Various meetings on-location	<u>15</u>
Grand Total for each full fiscal year	70

The estimate of 70

“Event Days” above are to be used for scoring purposes only. The actual number of “Event Days” may vary.

**Additional Meetings/”Event Days.”** Should the total “Event Days” in a designated time period exceed the estimate, the awarded offeror shall continue to produce and broadcast these meeting, unless otherwise advised by the City Council. The awarded offeror will be compensated at the applicable “Event Day” flat rate.

## **CATEGORY 2**

**Description of an “Event Day.”** Under this category, *applicable to the Charter Commission*, an “Event Day” represents one of this Commission’s meetings. Unlike Category 1 in which a Council meeting has morning and afternoon sessions, and committee meeting days having up to three different committees conducting their business (e.g., 9:00 a.m., 10:30 a.m. and 1:00 p.m.), an “Event Day” under Category 2 consists of a *singular* meeting for the Charter Commission. **Similar to language under “Category 1,” please be aware that there are two (2) types of an “Event Day” with the first taking place in Honolulu Hale while the second type occurring on-location (e.g., Kapolei Hale).** Past experience shows that the starting times for Charter Commission meetings have varied but all have started in the afternoon. Concerning the

length of the Commission meetings, statistics from March 6, 2015 through November 28, 2016 show:

Less than one (1) hour:	13 meetings
Between one (1) and two (2) hours:	9 meetings
Between two (2) and three (3) hours:	24 meetings
Between three (3) and four (4) hours:	5 meeting
Over four (4) hours:	2 meeting

Should a Commission meeting run past midnight and end on the next calendar day, this shall be considered as one (1) "Event Day." However, if the Commission Chair calls a recess at 12:30 a.m. after a meeting has run for several hours and then reconvenes this meeting later (the afternoon of the next day or a few days later, this would be considered two (2) "Event Days."

**Number of Charter Commission "Event Days" and Their Locations.** The number of "Events Days" estimated for the 10-month period from January 1, 2026 through October 31, 2026, is 40. The awarded offeror shall be required to provide telecasting services for 30 "Event Days" to be telecasted on a "live" basis if the meeting is held *at* Honolulu Hale and on a "live" basis for the estimate 10 meetings held *outside of* Honolulu Hale if proper equipment/technology is available. The breakdown of the estimated 40 "Event Days" is as follows:

**Meetings anticipated at Honolulu Hale in FY2025-2026**

6 months times 3 meetings per month equals 18

**Meetings anticipated outside of Honolulu Hale in FY2025-2026**

6 months times 1 meeting per month equals 6

**Meetings anticipated at Honolulu Hale in FY2026-2027**

4 months times 3 meetings per month equals 12\*

**Meetings anticipated outside of Honolulu Hale in FY2026-2027**

4 months times 1 meeting per month equals 4\*

40 TOTAL "EVENT DAYS" FROM JANUARY 1, 2026 - OCTOBER 31, 2026

The estimated 30 "Event Days" at Honolulu Hale and 10 "Event Days" outside of Honolulu Hale are used for evaluation purposes only. The actual number may vary.

**Additional Meetings/"Event Days."** Should the total "Event Days" in each of the two listed fiscal years exceed the estimated caps, the Charter Commission shall inform the awarded offeror if an "Event Day" is to be covered. If so, the awarded offeror shall be compensated at the *applicable* "Event Day" flat rate.

\* subject to legislation and the availability of funds in FY2026-2027

**NOTICE TO OFFERORS - EXHIBIT 1: SAMPLE CONTRACT**

**CONTRACT NO. XX-XXX-XXXXXXX  
SOLICITATION NO. RFP-XXX-XXXXXXX**

THIS AGREEMENT, made and entered into on \_\_\_\_\_, by and between the CITY AND COUNTY OF HONOLULU, a municipal corporation existing under and by virtue of the laws of the State of Hawai'i, with offices at Honolulu Hale, 530 South King Street, Honolulu, Hawaii 96813, hereinafter called the "CITY," and [CONTRACTOR'S LEGAL NAME] whose principal place of business is [CONTRACTOR'S ADDRESS], hereinafter referred to as the "CONTRACTOR."

WITNESSETH THAT:

WHEREAS, the CITY desires to engage the CONTRACTOR to [Project Description] and

WHEREAS, a solicitation for bids and the selection of the CONTRACTOR were made in accordance with section 103D-302, Hawaii Revised Statutes (HRS) and the related Hawaii Administrative Rules (HAR). The CONTRACTOR has been identified as the lowest responsible and responsive bidder, whose bid meets the requirements and criteria set forth in the invitation; and

WHEREAS, the CONTRACTOR is willing and able to provide the services set forth in this Agreement;

NOW, THEREFORE, the City and the CONTRACTOR, in consideration of the foregoing and of the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, and intending to be legally bound, hereby mutually agree as follows:

1. This Contract and the following documents, appendices and exhibits collectively form the "Agreement" or "Contract Documents", all of which are attached hereto and incorporated herein:

This Contract

Appendix A: Scope of Work

Appendix B: Term/Schedule of Work

Appendix C: Pricing/Certifications

Appendix D: Special Provisions

Appendix E: General Terms and Conditions (GTC)

Appendix F: Contractor's Proposal

The Contract Documents as listed hereinabove are in the order of controlling preference should there be any conflict in the terms of the Contract Documents.



2. The CONTRACTOR shall furnish all services, labor, goods, materials, supplies, equipment and other incidentals reasonably necessary for the successful completion of the work contemplated under Appendix A: Scope of Work and this Agreement.

3. The CITY agrees to pay the CONTRACTOR for the satisfactory performance and completion of the Work in accordance with the payments schedule and provisions, all as set forth in Appendix C: Pricing/Certifications, Appendix D: Special Provisions and Appendix E: General Terms and Conditions. The total amount of this Agreement shall not exceed [Dollar Amount Spelled Out] [(\$XX.XX)], which is the maximum payable under this Agreement and inclusive of all taxes. CONTRACTOR shall not pass through any increases in taxes to the City.

Such payments shall be provided from the following funds:

Federal Funds [Dollar Amount]  
 City Funds [Dollar Amount]

It is hereby agreed by and between the parties hereto that the sum of [Dollar Amount] shall be paid only out of the applicable Federal funds, and that this Agreement shall be construed to be an agreement by the City to pay such compensation to the CONTRACTOR only out of the aforesaid Federal funds when such Federal funds are received from the Federal Government

4. The term of the Agreement shall be provided in Appendix B: Term/Schedule of Work.

5. The CONTRACTOR perform said work in an efficient manner so as entirely to complete and perform said work within the time set forth in Appendix B: Term/Schedule of Work.

IN WITNESS WHEREOF, this AGREEMENT is executed by the duly authorized officer or agent of the CITY and the CONTRACTOR.

CITY AND COUNTY OF HONOLULU	CONTRACTOR'S LEGAL NAME
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE: Director, Department of Budget and Fiscal Services	TITLE:
DATE:	DATE:

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
 Deputy Corporation Counsel

## NOTICE TO OFFERORS - EVALUATION CRITERIA

The City will evaluate proposals against the following evaluation criteria and their relative weighting:

- 1. Experience. 20 points maximum.** The minimum requirements for a prospective offeror's proposal to be "acceptable" or "potentially acceptable" are: a) four (4) years of "live" telecasting and b) two (2) years of integrating captioning into "live" telecasts." Evaluation and scoring of proposals submitted by priority-listed offerors in this category ("Experience") will be based on the criteria provided below. *Be thorough in providing information on Appendix H. The City could be aware of an offeror's experience but will not award points unless the information is stated in writing in the offeror's proposal.* Points shall be assigned for the following criteria:

- a) overseeing multi-camera productions.
- b) operating and supervising robotic cameras.
- c) supervising character generator functions.
- d) integrating captioning into the telecasting.
- e) incorporating video chaptering/indexing/bookmarking into the production.
- f) telecasting at on-location sites where portable video equipment is used.

The scoring ranges for *Experience* are as follows:

Superior	17 points to 20 points
Above Average	13 points to 16 points
Average	9 points to 12 points
Below Average	5 points to 8 points
Inferior	0 points to 4 points

- 2. Approach and Understanding of Scope of Work. 20 points maximum.** See Appendix K to *comprehensively* describe the pre-production and post-production tasks you will be performing for the following:

- 1... "live" meetings in the Council Chamber at Honolulu Hale.
- 2... "live" meetings in the community (i.e., "on location" in which different/added tasks would be needed).

Please ensure that post-production tasks include the steps that enable recorded videos of Council meetings to air on a PEG channel for both meetings held in Honolulu Hale and those conducted on location. The scoring ranges for *Approach and Understanding Scope of Work* are as follows:

Superior	17 points to 20 points
Above Average	13 points to 16 points
Average	9 points to 12 points
Below Average	5 points to 8 points
Inferior	0 points to 4 points

**3. Video Chaptering, Posted Agendas and Third-Party Hosting of Videos.** 20 points maximum. See Appendix L to comprehensively describe your understanding of video chaptering, posting agendas and third-party hosting of videos tasks.

The awarded offeror shall perform or subcontract the following: 1) convert VOB source material to the MP4 format, 2) electronically mark spots on the video for chaptering purposes, 3) Schedule and live stream videos on YouTube, 4) upload MP4 videos or linked video URL and agendas to the Council's web page and 5) ensure that captioning is part of the features on the MP4 videos.

Refer to Appendix L to state 1) how these tasks will be executed, 2) the forecasted turnaround time from when a "live" meeting adjourns to when the video and its agenda can appear online, 4) if choosing to subcontract the services, the reason why you chose a particular company, 5) the pros and cons of live chaptering versus after-the-fact and 6) the process by which the end product will end up on a third party server and 7) the means by which the Council can receive the library of online videos at the conclusion of the contract as a result of RFP NO. 25-01.

Scoring ranges for *Video Chaptering, the Uploading of Videos and Agendas, the Third-Party Hosting of Videos and understanding of YouTube features* are as follows:

Superior	17 points to 20 points
Above Average	13 points to 16 points
Average	9 points to 12 points
Below Average	5 points to 8 points
Inferior	0 points to 4 points

**4. Financial Resources** 20 points maximum. The awarded offeror must have sufficient financial resources to advance payments for project expenses that include compensation to crew members and/or subcontractors. Offerors shall either include an annual financial statement for Calendar Year 2022 or other evidence of financial resources. Refer to Appendix M.

Scoring ranges for *Financial Resources* are as follows:

Superior	17 points to 20 points
Above Average	13 points to 16 points
Average	9 points to 12 points
Below Average	5 points to 8 points
Inferior	0 points to 4 points

**5. Budget.** 20 points maximum\*. Use Appendix G, to provide pricing for the furnishing of a range of services as described in this solicitation for legislative proceedings. As a reminder, there are two (2) types of flat-rate pricing with one for "live" meetings at Honolulu Hale versus other another for "live" meetings on-site (i.e., out in the community). Another section under Budget covers expenses for video chaptering, the posting of agendas and equipment for the web hosting of the Council meeting videos, their agendas and linkage to enable to select an agenda item, click on it and be transported to the spot on the video in which this subject matter is discussed. Keep in mind that the sums inserted for the two (2) types of flat-rate pricing are intended to cover all tasks as described in this RFP--most notably, "Duties and Responsibilities."

\* The scoring for Budget is pursuant to HAR Section 3-122-52.

## APPENDIX A: SCOPE OF WORK

OVERVIEW: The awarded offeror (i.e., the “Contractor”) shall produce, oversee, manage and be ultimately responsible for telecasting of Legislative Proceedings and Reapportionment Commission Proceedings as described herein.

The City Council requires telecasting services as follows:

Category 1. “Legislative Proceedings” from January 1, 2023 through December 31, 2026 (with FY2025-2026 and FY2026-2027 being extension years). Services shall cover regular Council meetings, special Council meetings, committee meetings, special committee meetings, public hearings and budget briefings.

REQUESTING AGENCY: The City Council is composed of public officials elected by voters from each of the nine districts on the island of Oahu. As a legislative body, the City Council is responsible for policy-making and the development of public programs and policies. The telecasting of this agency’s meetings and hearings enables the public to keep informed of legislative actions at the municipal level of government.

QUALIFICATIONS: The Contractor must have four (4) years of “live” telecasting experience, two (2) years of experience with the integration of captioning into “live” broadcasts and two (2) years of video chaptering/indexing experience. The work experience and knowledge of the awarded offeror are critical to the success of the project and thus, services are not transferable.

The Contractor shall perform the following duties and responsibilities:

1. Produce, manage and be ultimately responsible for “live” broadcasts of proceedings, their delayed rebroadcast and captioning on a public access channel. The production crew must be able to a) work in an environment of elected public officials and their staff, appointed commissioners and their staff, and b) exhibit a high level of professionalism. The crew should be aware of starting times for telecasting; generally at 9:00 am.
2. Secure time slots with the PEG provider in securing time slots for “live” broadcasts and delayed rebroadcasts; make available to the PEG provider the storage media needed for rebroadcasts; prepare and submit reports as may be required by the PEG provider.
3. Ensure that the production crew (under the contractor’s supervision) is qualified to competently operate PEG equipment needed for the production of telecasts; train personnel on the operations of current equipment and components that may be added later.
4. Coordinate the transportation of equipment between meeting sites within Honolulu Hale, and from Honolulu Hale to outside locations and back where proceedings are conducted; set up and test equipment; operate; take down after performance; load onto vehicle; return any borrowed equipment.
5. Supervise and be responsible for the operations of *video chaptering*, the posting of agendas online next to the listing of the corresponding videos; further, agenda items must possess “clickable” links to connect to the specific spot on a video that corresponds to a particular legislation/agenda item. Overall, integrate the aforementioned tasks successfully into the project.

6. Provide the Council with two (2) DVD sets (in the VOB format) of all filmed proceedings during the term and extensions specified in the RFP.
7. Web-related Responsibilities. Furnish (subcontracting is permissible) services for a) the design of a webpage that will feature the videos and agendas of the Legislative proceedings, b) manage the Council's YouTube page, c) update video links on Council's website and d) utilize all features available on YouTube to make it easy to navigate both video and agenda.
8. Ensure that intellectual property rights of any third party are not violated. The awarded offeror shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any intellectual property including trademark or copyright in connection with telecasting services provided under the resulting contract.
9. Keep informed about State and Federal laws relating to telecasting that would affect City Council's programming; apprise the City Council of these developments.
10. Respond to technical inquiries about technical and other aspects of telecasting.
11. Perform the following tasks associated with the Public Education Government (PEG) provider:
  - a. Establish a working relationship.
  - b. Record the proceedings on a storage medium and make this available for rebroadcast on a PEG channel.
  - c. Schedule time slots to ensure availability for "live" broadcasts and delayed re-broadcasts; for the delayed rebroadcasts, securing multi-time slots during prime-time hours.
  - d. Compile statistics/records that document the number of hours that PEG equipment (at Honolulu Hale) is used; document all comments (positive and negative) about the impact of PEG personnel and equipment on the telecasting of City Council proceedings.
  - e. Ensure the safety of the video equipment stored in the Video Control Room where PEG equipment is stored as the contractor shall be assigned a key to permit access to the premises during non-meeting days (including weekends and holidays) as well as the City's regular business hours times in order to a) prepare for telecasts such as advanced inputting into the character generator) and b) conduct other telecasting activities such as moving camera equipment from floor-to-floor.
  - f. Maintain the PEG equipment (Exhibit E) in its proper operational condition that includes, but is not limited to, cleaning/dusting the equipment regularly, inspecting the components on a routine schedule to ensure that they are within specifications and working properly; exercise caution while storing, using and/or moving the PEG equipment; contact the PEG provider when the equipment is not working properly.

- g. Confer with PEG staff members who shall stop by periodically for a physical check of the video components; assist with the updating of the inventory list.
  - h. Perform a final inventory of the PEG provider's equipment in the event that during the term of the awarded contract and possible extensions, the Council PEG provider agreement is terminated; also, perform an inventory of equipment at the point the awarded offeror's contract with the City Council has ended.
12. Meet with the Council Chair at least twice a year to review the telecasting project.
13. Perform other duties to ensure the success of the telecasting of the proceedings.

## **APPENDIX B: TERM / SCHEDULE OF WORK**

A schedule of work is not applicable as this is not a construction procurement and thus, no multiple phases for the job. Rather, it is a repetition of the same services as proceedings or meetings of City Council.

The City intends to issue a Notice to Proceed at which time the Contractor can commence with the mobilization of resources so that telecasting services can be up and running by July 1, 2024.

The maximum term of the contract shall be for a forty-eight (48) month period, and shall begin on July 1, 2024 upon issuance of a Notice to Proceed and end on June 30, 2026. Further, by mutual agreement between the parties hereto, the contract may be extended on a month-to-month or term basis, not to exceed a twelve (12) month extension at a time, for an additional period or periods not to exceed a total of twenty-four (24) months. Any extension of the contract is subject to the availability of funds and will be governed by the levels of pricing as well as the same terms and conditions as specified herein. Any extension shall be accomplished by an amendment to the contract.

Extensions are contingent upon receipt of a current Certificate of Liability Insurance and compliance through Hawaii Compliance Express.

The City reserves the right to cancel this contract with thirty (30) calendar days written notice to the Contractor.



**THE FOLLOWING PAGES SHALL BE DETACHED FROM THE SOLICITATION DOCUMENT AND SUBMITTED WITH THE OFFEROR'S PROPOSAL.**

**APPENDIX C: CERTIFICATIONS**

\_\_\_\_\_  
Name of Offeror (Legal Name)

Honolulu City Council  
City and County of Honolulu  
Honolulu, Hawaii 96813

SOLICITATION NO. RFP-CCL-25-01

The undersigned represents: **(Check one only)**

A **Hawaii business** incorporated or organized under the laws of the State of Hawaii;

**OR**

A **Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii.

State of Incorporation or Organization: \_\_\_\_\_

Offeror is:  Sole Proprietor;  Partnership;  Corporation;  Joint Venture;

Other: \_\_\_\_\_

Respectfully submitted,

\_\_\_\_\_  
*Name of Offeror*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name and Title of Above*

Business address  
(Street Address)

\_\_\_\_\_

City, State, Zip Code:

\_\_\_\_\_

Business mailing address  
(If other than address above)

\_\_\_\_\_

City, State, Zip Code:

\_\_\_\_\_

Payment mailing address  
(If other than address above)

\_\_\_\_\_

City, State, Zip Code:

\_\_\_\_\_

Business Telephone No:

\_\_\_\_\_

Business Cellular No:

\_\_\_\_\_

Business Fax No.:

\_\_\_\_\_

Business E-Mail Address:

\_\_\_\_\_

Person to Contact if Awarded:

\_\_\_\_\_

Last 4 numbers of Federal Identification No.: XX-XXX

\_\_\_\_\_

- Or - Last 4 numbers of Social Security No. if Sole Proprietor: XXX-XX-

\_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE  
OF SOLICITATION REQUIREMENTS**

It is understood and agreed that the undersigned acknowledges the following:

1. The Offeror has read this solicitation document including any addenda, in its entirety;
2. The Offeror understands and agrees to furnish, deliver, and perform the requirements of the solicitation in strict compliance with the solicitation document as amended, including any specifications, plans, and scope of work descriptions, without any exceptions, if awarded a contract;
3. The Offeror understands and agrees that no substitution or alternate brands may be furnished without the **written approval** of the City;
4. The Offeror understands that the Contractor shall resolve any noncompliance with the requirements of the awarded contract at the Contractor's own expense;
5. The Offeror will make all modifications or customizations to the brand and model being offered as necessary to meet all specifications, at no additional cost. Offeror guarantees that all modifications or customizations done to meet specifications shall not affect the quality or operation of the product; and
6. The Offeror understands that **FAILURE TO MEET CONTRACT REQUIREMENTS WILL CONSTITUTE A BREACH OF CONTRACT THAT MAY RESULT IN SUSPENSION OR DEBARMENT, AND THE EXERCISE OF RIGHTS AND REMEDIES AS PROVIDED BY LAW.** Contract requirements include any specifications, plans, and scope of work descriptions;
7. The undersigned is an authorized representative of the Offeror and can legally obligate the Offeror thereto.

Offeror: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**END OF APPENDIX C.**

## APPENDIX D: SPECIAL PROVISIONS

1. MONTHLY BILLINGS: Monthly invoices for Legislative Proceedings can be addressed to: City Council; 530 South King Street, Room 202; Honolulu, Hawaii 96813.
2. ADDITIONAL RELATED SERVICES AND/OR MATERIALS: During the term of the Contract, the City reserves the right to negotiate with the Contractor for the furnishing of additional related services and/or materials should the need be required by the City. The City and the Contractor shall incorporate the additional related services and/or materials by written amendment to the Contract.
3. CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS: Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.
4. INSURANCE: The Contractor shall, at its own cost and expense, procure and maintain insurance coverage as provided in Section 4.1 of the General Terms and Conditions (2/1/15); as well as:  
  
CRIME INSURANCE: The insurance policy shall provide coverage for first and third party losses due to employee theft, forgery or alteration, burglary, computer fraud, counterfeit, funds transfer fraud, and breach of privacy or any other similar risk covered by most crime insurance policies. The limit shall be a minimum of \$1,000,000.
5. COMPLIANCE WITH LABOR LAWS: All applicable laws of the Federal and State governments relating to worker's compensation, employment compensation, payment of wages and safety shall be fully complied with by the Contractor in the performance of this contract.
6. INDEPENDENT CONTRACTOR: The Contractor shall be deemed to be an independent contractor and not the agent, servant, representative, or employee of the City and shall not at any time be represented as a City employee. Under no circumstances will the service be considered a contract of a partnership or joint venture between the City and the Contractor.
7. WORKERS' COMPENSATION: It shall be the responsibility of the Contractor to provide Workers' Compensation insurance for its worker(s). If requested, proof of this insurance coverage may be required within (5) City working days from the date of the City's request. If a temporary worker is injured on City premises, it shall be the sole liability of the independent Contractor.
8. RIGHTS AND REMEDIES OF THE CITY FOR DEFAULT: Notwithstanding any other provisions herein, in the event the Contractor fails, neglects or refuses to perform the services as specified, the City reserves the right to either perform the work or purchase the service in the open market. Should the City perform the service or purchase the service in the open market, the City shall deduct any moneys due or that may thereafter become due the Contractor the difference between the contract price and the actual cost thereof to the City. In case any money due the Contractor is insufficient for said purpose, the Contractor

shall pay the difference upon demand by the Director. Furthermore, the Director reserves the right to suspend the Contractor from bidding on any or all City bids for a period not to exceed three (3) months. The City may also utilize all other remedies as provided by law.

9. WAIVER: The failure of the City to insist upon the strict compliance with any term, provision or condition of the contract shall not constitute or be deemed to constitute, a waiver or relinquishment of the City's right to enforce the same in accordance with the contract.
  
10. APPLICABLE LAW, SEVERABILITY: This Agreement shall be construed in accordance with the laws of the State of Hawaii. Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but, if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

## **APPENDIX E: GENERAL TERMS AND CONDITIONS**

General Terms and Conditions for the City and County of Honolulu dated 2/1/15

The General Terms and Conditions (GTC) for the City and County of Honolulu dated 2/1/15 shall apply. If not physically attached, it shall be incorporated by reference herein and referred to as the "General Conditions." Copies may be obtained online at:

[www.honolulu.gov/pur](http://www.honolulu.gov/pur)

Click on the link titled: " Instructions, Terms & Conditions".

## APPENDIX F: CONTRACTOR'S PROPOSAL

### I. Non-Disclosure of Proprietary information.

The City recognizes that a proposal may contain technical, financial, or other information whose public disclosure would cause substantial injury to an Offeror's competitive position. The Offeror should specifically identify those pages of the proposal that contain such information by marking the applicable pages "CONFIDENTIAL" on every copy submitted. The City assumes no liability for disclosure or use of unmarked information for any purpose.

### II. Proposal Content.

The following information should be included under the title "COUNCIL TELECASTING AND VIDEO SERVICES PROPOSAL" (Appendix C):

- Name of company
- Address
- Company telephone number
- Federal tax identification number
- Name, title address, telephone number, fax number, and email address of contact person authorized to contractually obligate the Proposer on behalf of the proposer.

#### Introduction (Transmittal Letter)

The transmittal letter should include:

- A brief statement of the proposer's understanding of the scope of the work to be performed;
- A confirmation that the proposer meets the appropriate state licensing requirements to practice in the State of Hawaii if applicable;
- A confirmation that the proposer has not had a record of substandard work within the last five years;
- A confirmation that, if awarded the contract, the Proposer acknowledges its complete responsibility for the entire contract, including payment of any and all charges to any subcontractors resulting from the contract;
- Other information that the Proposer feels appropriate;
- The signature of an individual who is authorized to make offers of this nature in the name of the proper submitting the proposal.

#### Background, Experience & Examples of Work (Appendix H, Appendix I, Appendix J)

- Describe the firm by providing its full name (and/or d.b.a. identity), date of establishment, type of entity and business expertise, short history, and description of the current ownership structure. Describe any company characteristics that would be uniquely relevant in evaluating the experience of the firm to handle the proposed project.
- Identify staff members who would be assigned to act for the firm in key management and positions providing the services described in Scope of Work, and the functions to be performed by each. Include background information of each staff member designated above, including name, current employer, position, and a description of duties.

- Describe prior work experience in overseeing multi-camera productions, operating and supervising robotic cameras, supervising character generator functions, integrating captioning into the telecasting, incorporating video chaptering/indexing/bookmarking into the production, and telecasting at on-location sites where portable video equipment is used.
- Provide names and contact information of persons in those organizations for whom experience or projects were referenced. The proposal may include written references (letters or forms are acceptable) from previous clients attesting to the quality of work proposer cites in this section.

## Proposal

Provide itemized pricing information for Category 1 and Category 2 telecasting services. Include offeror's flat rate per "Event Day" pricing for meetings at and outside of Honolulu Hale. Provide pricing information for video chaptering, agenda posting, uploading and 24 hour availability. (Appendix G)

Provide proposal describing the unique approach, methodologies, knowledge, and capabilities to be employed in the performance of the tasks described in the Scope of Work (Appendix K and Appendix L).

Additional services beyond those specified in the Scope of Work may also be proposed.

Include documentation demonstrating sufficient financial resources to advance payments for project expenses (Appendix M).



**THE FOLLOWING PAGES SHALL BE DETACHED FROM THE SOLICITATION DOCUMENT AND  
SUBMITTED WITH THE OFFEROR'S PROPOSAL.**

**APPENDIX G: PRICING-BUDGET**

**PRICING-BUDGET (Council and Committee Meetings)**

<b><u>FY25 (2024-25)</u></b>	55 “Event Days” <b>at</b> Honolulu Hale times \$_____ * equals	\$_____ **
	15 “Event Days” <b>outside of</b> Honolulu Hale times \$_____ * equals	\$_____ **
	12 months of video chaptering, agenda posting and their uploading to a server for 24 hour availability (all expenses covered by the awarded offeror)	\$_____
<b><u>FY26 (2025-26)</u></b>	55 “Event Days” <b>at</b> Honolulu Hale times \$_____ * equals	\$_____ **
	15 “Event Days” <b>outside of</b> Honolulu Hale times \$_____ * equals	\$_____ **
	12 months of video chaptering, agenda posting and their uploading to a server for 24 hour availability (all expenses covered by the awarded offeror)	\$_____
<b><u>FY27 (2026-27)</u></b>	55 “Event Days” <b>at</b> Honolulu Hale times \$_____ * equals	\$_____ **
	15 “Event Days” <b>outside of</b> Honolulu Hale times \$_____ * equals	\$_____ **
	12 months of video chaptering, agenda posting and their uploading to a server for 24 hour availability (all expenses covered by the awarded offeror)	\$_____
<b><u>FY28 (2027-28)</u></b>	55 “Event Days” <b>at</b> Honolulu Hale times \$_____ * equals	\$_____ **
	15 “Event Days” <b>outside of</b> Honolulu Hale times \$_____ * equals	\$_____ **
	12 months of video chaptering, agenda posting and their uploading to a server for 24 hour availability (all expenses covered by the awarded offeror)	\$_____
	<b>TOTAL for Category 1</b>	\$_____

\* **Offeror’s flat rate per “Event Day”** This flat rate shall include “live” broadcasting and delayed rebroadcasting with captioning available for both. Should there be a discrepancy with inserted amounts provided by an offeror, the flat rate itself (Asterisk “\*\*”) shall be deemed accurate and not the extension amount (i.e., Asterisk “\*\*\*”). Each respective flat rate to include tasks specified in RFP No. CN25-01, most notably “Duties and Responsibilities.”

\*\* **Extension amount.** The sum of the number of applicable “Event Days” multiplied by the offeror’s flat rate.

\*\*\* ***The number to be scored with the lowest bid price receiving the maximum number of points with higher amounts receiving a proration.***

**PRICING-BUDGET (Category 2: Charter Commission Meetings)**

<b>FY2025-2026</b> Jan.-June 2025	18 "Event Days" <b>at</b> Honolulu Hale times \$_____ * equals	\$_____ **
	6 "Event Days" <b>outside of</b> Honolulu Hale times \$_____ * equals	\$_____ **
	6 months of uploading video files to a server that features 24 hour availability (any server expense to be covered by the awarded offeror)	\$_____
<b>FY2026-2027</b> July-Oct. 2026	12 "Event Days" <b>at</b> Honolulu Hale times \$_____ * equals	\$_____ **
	4 "Event Days" <b>outside of</b> Honolulu Hale times \$_____ * equals	\$_____ **
	4 months of uploading video files to a server that features 24 hour availability (server expense to be covered by the awarded offeror)	\$_____
	<b>TOTAL for Category 2 (add 6 lines above covering 10 months)</b>	<b>\$_____</b>

**GRAND TOTAL (Category 1 Total + Category 2 Total)      \$\_\_\_\_\_ \*\*\***

\* **Offeror's flat rate per "Event Day" for Category 2** Should there be a discrepancy with inserted amounts provided by an offeror, the flat rate itself (Asterisk "\*\*") shall be deemed accurate and not the extension amount (i.e., Asterisk "\*\*\*"). Each respective flat rate to include tasks specified in RFP No. CN25-01, most notably "Duties and Responsibilities."

\*\* **Extension amount.** The sum of the number of applicable "Event Days" multiplied by the offeror's flat rate.

\*\*\* **The number to be scored with the lowest bid price receiving the maximum number of points with higher amounts receiving a proration.**

**END OF APPENDIX G.**

**THE FOLLOWING PAGES SHALL BE DETACHED FROM THE SOLICITATION DOCUMENT AND SUBMITTED WITH THE OFFEROR'S PROPOSAL.**

**APPENDIX H: EXPERIENCE**

**A. Offeror**

1. Name \_\_\_\_\_  
(last) (first) (middle initial)

2. Address \_\_\_\_\_  
(number) (street) (room no.)

\_\_\_\_\_  
(city) (state) (zip code)

3. Phone No. \_\_\_\_\_ 4. Fax No. \_\_\_\_\_

5. E-mail address \_\_\_\_\_

**Independent Contracting Status**

If you are presently an independent contractor, please complete the following information:

Name of the Company \_\_\_\_\_

Business Address \_\_\_\_\_  
(number) (street) (room no.)

\_\_\_\_\_  
(city) (state) (zip code)

Years Established in Hawaii \_\_\_\_\_

Federal I.D. or General Excise Tax Number \_\_\_\_\_

Chronology of Telecasting Experience of the Offeror

Use the section below to describe your current work experience. Use the next page to list all applicable telecasting experience. Work backwards in time and make copies of the form as needed. If your duties and responsibilities changed while working for the same employer, list each of them separately.

Name of Employer (current) \_\_\_\_\_

Address \_\_\_\_\_

(number)

(street)

(room no.)

(city)

(state)

(zip code)

Dates of Employment. From \_\_\_\_\_ to \_\_\_\_\_

Your Title \_\_\_\_\_

Number of employees you are supervising \_\_\_\_\_

Titles of the employees you are supervising \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Are you doing "live" telecasts? (Y/N) \_\_\_\_\_

Is this a governmental agency? (Y/N) \_\_\_\_\_

Are you using multi-cameras? (Y/N) \_\_\_\_\_

Are robotic cameras being utilized? (Y/N) \_\_\_\_\_

Are you integrating captioning as part of the production? (Y/N) \_\_\_\_\_

Are you incorporating video chaptering/indexing/bookmarking into the production?(Y/N) \_\_\_\_\_

Is "flypack" equipment used for the production? (Y/N) \_\_\_\_\_

Describe the range of services being performed:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**Previous Employment** (of the Offeror) - Attach pages as needed

Name of Employer (current) \_\_\_\_\_

Address \_\_\_\_\_  
(number) (street) (room no.)

\_\_\_\_\_  
(city) (state) (zip code)

Dates of Employment. From \_\_\_\_\_ to \_\_\_\_\_

Your Title \_\_\_\_\_

Number of employees you are supervising \_\_\_\_\_

Titles of the employees you are supervising \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are you doing "live" telecasts? (Y/N) \_\_\_\_\_

Is this a governmental agency? (Y/N) \_\_\_\_\_

Are you using multi-cameras? (Y/N) \_\_\_\_\_

Are robotic cameras being utilized? (Y/N) \_\_\_\_\_

Are you integrating captioning as part of the production? (Y/N) \_\_\_\_\_

Are you incorporating video chaptering/indexing/bookmarking into the production?(Y/N) \_\_\_\_\_

Is "flypack" equipment used for the production? (Y/N) \_\_\_\_\_

Describe the range of services being performed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





B. **Production crew member**

Chronology of Telecasting Experience of the Crew Member

Use this page to describe each of your crew member's current and previous work experience. Make copies of the next page (as needed) for all previous applicable telecasting experience. Commence with their present job and work backwards in time. If their duties and responsibilities changed while working for the same employer, list each of them separately.

Name of the Crew Member \_\_\_\_\_

**Current** Employer \_\_\_\_\_

Address of **Current** Employer \_\_\_\_\_

\_\_\_\_\_

Dates of Employment. From \_\_\_\_\_ to \_\_\_\_\_

Position Title \_\_\_\_\_

Description of Duties \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Previous** Employer \_\_\_\_\_

Address of Previous Employer \_\_\_\_\_

\_\_\_\_\_

Dates of Employment. From \_\_\_\_\_ to \_\_\_\_\_

Position Title \_\_\_\_\_

Description of Duties \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Previous** Employer \_\_\_\_\_

Address of Previous Employer \_\_\_\_\_

\_\_\_\_\_

Dates of Employment. From \_\_\_\_\_ to \_\_\_\_\_

Position Title \_\_\_\_\_

Description of Duties \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Previous** Employer \_\_\_\_\_

Address of Previous Employer \_\_\_\_\_

\_\_\_\_\_

Dates of Employment. From \_\_\_\_\_ to \_\_\_\_\_

Position Title \_\_\_\_\_

Description of Duties \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**END OF APPENDIX H.**

**THE FOLLOWING PAGES SHALL BE DETACHED FROM THE SOLICITATION DOCUMENT AND  
SUBMITTED WITH THE OFFEROR'S PROPOSAL.**

**APPENDIX I: REFERENCES**  
(of the last three employers or contracts)

1) Name: \_\_\_\_\_

Time Period of Employment or Contract: \_\_\_\_\_

Phone No: \_\_\_\_\_

E-mail: \_\_\_\_\_

2) Name: \_\_\_\_\_

Time Period of Employment or Contract: \_\_\_\_\_

Phone No: \_\_\_\_\_

E-mail: \_\_\_\_\_

3) Name: \_\_\_\_\_

Time Period of Employment or Contract: \_\_\_\_\_

Phone No: \_\_\_\_\_

E-mail: \_\_\_\_\_

**END OF APPENDIX I.**

**THE FOLLOWING PAGES SHALL BE DETACHED FROM THE SOLICITATION DOCUMENT AND SUBMITTED WITH THE OFFEROR'S PROPOSAL.**

**APPENDIX J: CERTIFICATION**

**CERTIFICATION MADE BY THE OFFEROR:**

I hereby certify that all responses and statements made in connection with Request for Proposals No. CN25-01 are true and correct to the best of my knowledge. Further, I agree and understand that any misstatements or omissions of material facts may cause the disqualification of my proposal.

\_\_\_\_\_  
Name of Offeror  
(print)

\_\_\_\_\_  
Name of Authorized Representative of the Offeror/Company  
(print)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

**END OF APPENDIX J.**











**THE FOLLOWING PAGES SHALL BE DETACHED FROM THE SOLICITATION DOCUMENT AND  
SUBMITTED WITH THE OFFEROR'S PROPOSAL.**

**APPENDIX M: FINANCIAL RESOURCES**

Please use this page as a cover sheet for attachments as described in the RFP Notice to Offerors – Evaluation Criteria “Financial Resources.”

**END OF APPENDIX M.**