

REQUEST FOR PROPOSALS

**The Research Corporation of the University of Hawaii
requests proposals for the**

**Strategic Visual Documentation and Community Storytelling Services
RFP # 006-2026**

for the

**Pili Ola: Hawaii's Telehealth Initiative
Telecommunications and Social Informatics Research Program (TASI)
Social Science Research Institute (SSRI), College of Social Sciences (CSS)
University of Hawai'i
Honolulu, HI**

October 7, 2026

NOTICE TO OFFERORS

RFP Availability

A copy of the Request for Proposal (RFP), # 006-2026, Strategic Visual Documentation and Community Storytelling Services is available on the website: <https://procurement.uhtasi.org>.

Questions About the RFP

All questions about the RFP must be directed to Christina Higa, PhD at tasiadmin@uhtasi.org. Closing Date for Receipt of Offeror Questions is 4:00 PM (Hawaii Standard Time), October 9, 2026.

Closing Date for Receipt of Proposals

Completed proposals must be received no later than 4:00 PM (Hawaii Standard Time), October 14, 2026, at the address listed in Section 1.10 of this RFP. Offerors may be required to give an oral presentation (refer to Section 4.5) tentatively scheduled for October 16, 2026. Email or mailed submissions will be accepted (email submittals are strongly preferred), but regardless of the submittal method, it is the Offeror's responsibility to ensure confirmation of proposal receipt prior to the Closing Date for Receipt of Proposals. Proposals received after the time and date fixed for submittal will not be considered.

This RFP is issued by The Research Corporation of the University of Hawaii (RCUH).

Research Corporation of the University of Hawaii
1601 East-West Road, Burns Hall 4th Floor
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This RFP contains 45 pages.

SECTION 1 -- ADMINISTRATIVE OVERVIEW

1.1 INTRODUCTION

This is a Request for Proposals (RFP) issued by the Research Corporation of the University of Hawaii (RCUH), on behalf of the University of Hawaii, College of Social Sciences (CSS), Social Science Research Institute (SSRI), Telecommunications and Social Informatics Research Program (TASI) to solicit proposals from Offerors who wish to be considered. The contract will be issued and administered as an Agreement for Services with the RCUH.

1.2 SCHEDULE OF KEY DATES

The schedule of key dates set forth herein represents the RCUH's best estimate of the schedule that will be followed. Any of the dates listed below may be changed at any time at the sole discretion of the RCUH Procurement Officer or Delegated Procurement Officer.

Date of Notice (RFP Issued): October 7, 2026
Closing Date for Receipt of Offeror's Attachment A
(Notice of Intent to Submit a Proposal): October 8, 2026, 4:00 PM HST
Closing Date for Receipt of Offeror Questions: October 9, 2026, 4:00 PM HST
Closing Date for Posting Responses to Questions: October 12, 2026, 4:00 PM HST
Closing Date for Receipt of Proposals: October 14, 2026, 4:00 PM HST
Proposal Review Period: October 15, 2026
Oral Presentation (Tentative): October 16, 2026
Date of Contractor Selection and Award (Tentative): October 19, 2026
Services Start Date (Tentative): October 30, 2026

1.3 RFP AMENDMENTS

The RCUH reserves the right to amend the RFP at any time prior to the Closing Date for Receipt of Proposals. All RFP amendments will be posted on the following website, <https://procurement.uhtasi.org/>. **Offerors are solely responsible to check this website for any modifications to the RFP. The RCUH reserves the right to cancel this RFP at any time for any reason at no cost to the RCUH.**

1.4 QUESTIONS BY OFFERORS AND POTENTIAL OFFERORS TO RCUH

All questions by Offerors or potential Offerors should be submitted in writing via email to Christina Higa, PhD using the address, tasiadmin@uhtasi.org. RCUH reserves the right to only respond to questions regarding proposal requirements, contents, and details, that are received by 4:00 PM, HST October 9, 2026. All received questions and responses will be posted by 4:00 PM HST, October 12, 2026 on the website, <https://procurement.uhtasi.org/>.

The website referred to in the preceding paragraph will be non-secured (open and accessible to anyone to view). Since all questions and responses will be posted and accessible to the

public, no proprietary information or questions regarding proprietary information or material should be communicated by an Offeror to the website identified above.

1.5 QUESTIONS BY RCUH TO OFFERORS

The Offeror is responsible for ensuring the correctness and readability of its proposal. However, the RCUH reserves the right to seek clarifications during the Proposal Review Period. Content for which a clarification may be requested includes obvious mislabeling of figures or tables, illegible text (such as may occur in a figure label being reduced to too small a font size), or an obvious clerical mistake (e.g., a misplaced decimal point or obvious mistake in designation of a unit such as feet instead of meters). The authority to permit correction of proposals is limited to proposals that, as submitted, are responsive to the RFP and may not be used to permit correction of proposals to make them responsive.

1.6 CLARIFICATION OF THE RFP

An Offeror shall carefully review this RFP for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter shall be promptly submitted to the RCUH prior to the Closing Date for Receipt of Offeror Questions. This shall allow issuance of any necessary amendments to the RFP. The Offeror hereby acknowledges, agrees, and waives any claim arising from any knowledge of any defect in this RFP acquired prior to the Closing Date for Receipt of Offeror Questions and failing to inform the RCUH prior to said deadline. The Offeror further acknowledges and agrees that: (1) the RCUH reserves the right to waive any technical irregularity not affecting an unbiased and objective evaluation of all proposals; (2) such waiver will be in the best interest of the RCUH; and (3) the Offeror hereby waives any claim against the RCUH arising from such technical irregularity.

1.7 TAX CLEARANCE FOR PROPOSALS

A tax clearance from the Hawaii Department of Taxation and the U.S. Internal Revenue Service is not required for submission of a proposal. However, in accordance with Section 103-53 of the Hawaii Revised Statutes, the selected contractor shall submit a valid tax clearance from the Hawaii Department of Taxation and the U.S. Internal Revenue Service prior to execution of the Agreement for Services. A Certificate of Vendor Compliance that reflects a “Compliant” status from Hawaii Compliance Express (HCE), <https://vendors.ehawaii.gov/hce/splash/welcome.html> is acceptable in satisfying the tax clearance requirement. Governmental agencies in the U.S. (i.e., city, county, state, federal) and any foreign governmental agencies are excepted from the tax clearance requirement.

Due to the fact that the proposal review and contract award period may be tightly scheduled, it is highly recommended that Contractors submitting proposals apply for tax clearance upon submission of the proposal in order to meet key dates.

1.8 PREPARATION COSTS

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

1.9 PROPRIETARY INFORMATION

The Offeror should clearly identify any proprietary information in the Offeror's submitted proposal. Upon final execution of an Agreement for Services, all non-proprietary information in an Offeror's proposal may be made available by the RCUH for public inspection upon request. Accordingly, material designated as confidential should be readily separable from the proposal in order to facilitate inspection of the nonconfidential portion of the proposal.

1.10 SUBMISSION OF PROPOSALS

Offerors may submit proposals by email only. Note that the maximum allowable file size for email attachments is 10 MB, so an Offeror may need to send its complete proposal in multiple parts. It is the responsibility of the Offeror to confirm that the RCUH has received its proposal prior to the Closing Date for Receipt of Proposals. Proposals may be modified by an Offeror prior to the Closing Date for Receipt of Proposals.

Email address: tasiadmin@uhtasi.org

1.11 CERTIFICATION OF PROPOSAL

By submitting a proposal, the Offeror certifies that the proposal submitted to the RCUH is in accordance with any required authorization by the governing body of the Offeror's organization. The Offeror further certifies that the information and responses contained in the proposal are true, accurate, and complete, and that the RCUH may justifiably rely upon said information for purposes of evaluation and contracting with the Offeror. If it is later discovered that any information provided in the Offeror's proposal is false, it will result in the Offeror's elimination from consideration.

1.12 PROPOSAL WITHDRAWAL

An Offeror may withdraw its proposal by submitting a written request to the RCUH any time prior to the Closing Date for Receipt of Proposals.

1.13 RFP SUBMITTALS BECOME THE PROPERTY OF RCUH

All proposals and other material submitted shall become the property of the RCUH, and may be returned at the sole discretion of the RCUH.

1.14 OPENING OF PROPOSALS

Proposals will be opened after 4:00 P.M. Hawaii Standard Time, on October 14, 2026, or as amended at the office to which the proposals are submitted. The proposal opening will not be open to the public. Proposals will not be subject to public inspection until after an Agreement for Services is signed by all parties, but in no case will proprietary information or proprietary material designated as such and submitted by an Offeror as part of an Offeror's proposal, be available for public inspection.

1.15 DISQUALIFICATION OF PROPOSALS

The RCUH reserves the right to consider as acceptable only those proposals submitted in accordance with all the requirements set forth in this RFP, and which demonstrate an understanding of the scope of work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP, or that reserves the right to accept or reject award or the right to enter into a contract pursuant to an award, may be disqualified without further notice, at the discretion of the RCUH.

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

- The proposal shows any noncompliance with applicable law.
- The proposal is incomplete or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.
- The Offeror is debarred or suspended. Entities that are currently debarred or suspended from federal procurement transactions are listed in the Excluded Parties Listing System. A search can be performed at <https://www.sam.gov/SAM/> to determine whether an entity has an active exclusion.

1.16 REFERENCES

The Offeror must disclose all contracts for similar services for the last three (3) years, and these will serve as potential references to be contacted by the RCUH as part of the evaluation of the Offeror's proposal. Points of contact and contact information should be indicated for each contract listed.

The RCUH reserves the right to contact the references named in the Offeror's proposal and any other references provided by the Offeror during the past three (3) years. The results of discussions with the references will be used to score the proposal, as described in Section 4 of this RFP.

1.17 SELECTION ON INITIAL PROPOSALS

The RCUH may select a Contractor on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best terms. RCUH may elect to require oral presentations following the submission of proposals, if requirements for the oral presentation process is included in Section 4.5.

1.18 BASIS FOR SELECTION

Based on the evaluation process discussed in Section 4 of this RFP, the highest ranked responsible and responsive Offeror will be selected.

1.19 PROCESS FOR NEGOTIATIONS

The RCUH will attempt to negotiate with the selected Offeror a mutually acceptable Agreement for Services. If this cannot be accomplished within 21 calendar days after initial

Selection, the RCUH reserves the right to terminate contract negotiations with the first-ranked Offeror, and may select the second-ranked Offeror for negotiation of a potential award. This process may continue in order of Offeror ranking until a mutually acceptable Agreement for Services is achieved with the RCUH and an award is made to a selected Offeror.

1.20 AVAILABILITY OF FUNDS

Offerors are advised that entering into an Agreement for Services is contingent upon availability of funds. If funds are not available, the RCUH reserves the right not to enter into an agreement.

1.21 NOTICE TO PROCEED

The RCUH shall not be responsible for work done, even in good faith, prior to the RCUH's execution of an Agreement for Services unless specific provisions are made in the Agreement for Services.

1.22 CHANGES TO CONTRACTOR'S FEE

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

1.23 PROCUREMENT OFFICER

This RFP is issued by the Research Corporation of the University of Hawaii, on behalf of the University of Hawaii, College of Social Sciences (CSS), Social Science Research Institute (SSRI), Telecommunications and Social Informatics Research Program (TASI). The Delegated Procurement Officer responsible for overseeing the RFP process and Agreement for Services is Christina Higa, PhD.

SECTION 2 – STATEMENT OF WORK

2.1 PURPOSE AND BACKGROUND

The Rural Health Transformation (RHT) Pili Ola Telehealth Initiative is seeking proposals from qualified Offerors to provide strategic visual documentation and community storytelling services to document the development, implementation, and impact of Pili Ola across Hawai‘i.

Pili Ola is a statewide telehealth initiative under Hawai‘i's Rural Health Transformation Program focused on improving access to care, strengthening digital health readiness, expanding telehealth access and support, and building the infrastructure, workforce, partnerships, and community capacity necessary to support sustainable telehealth access across the state.

As Pili Ola develops and expands, the initiative has an opportunity to create a meaningful visual record of this transformation as it occurs. This work is intended to go beyond traditional promotional video production or documentation of individual events. Pili Ola seeks to capture the people, communities, relationships, environments, challenges, and experiences that demonstrate how the initiative develops over time and what expanded access to telehealth and digital health resources means within communities across Hawai‘i.

The selected Offeror will work collaboratively with Pili Ola leadership, staff, community partners, and participants to identify and document meaningful stories as the initiative develops. The work may include story identification and development, field production across multiple communities and islands, interviews and observational filming, post-production, development of short- and longer-form visual assets, accessibility services, participant consent and privacy processes, and organization and preservation of captured footage and associated project materials.

The selected Offeror shall use a community-centered and respectful approach to storytelling that recognizes the importance of trust, relationships, cultural context, participant dignity, informed consent, and responsible representation. Story development should emerge from the experiences of participating individuals and communities rather than relying solely on predetermined scripts, staged scenarios, or promotional messaging.

Pili Ola is seeking an Offeror capable of serving as a strategic visual documentation and storytelling partner rather than solely as a video production vendor. The selected Offeror should be able to support the work from initial discovery and story identification through preparation, field documentation, editing, participant and program review, final delivery, accessibility, and organization of a long-term visual archive.

2.2 SCOPE OF SERVICES

The selected Offeror shall provide visual documentation, storytelling, and production services to support the creation of an ongoing visual record of Pili Ola’s implementation, activities, partnerships, community engagement, and impact across Hawai‘i.

Services shall include, but are not limited to:

1. Strategic planning for visual documentation and storytelling activities in coordination with Pili Ola leadership and designated staff.
2. Identification and development of potential stories, participants, locations, activities, and community experiences appropriate for documentation.
3. Coordination with Pili Ola staff, community partners, and participating individuals in preparation for filming and documentation activities.
4. Field-based visual documentation and production in communities and locations where Pili Ola activities are occurring, including travel to multiple islands in the State of Hawaii as necessary to complete the approved scope of work.
5. Interview-based and observational filming that captures authentic experiences, perspectives, environments, relationships, and activities associated with Pili Ola.
6. Development and production of longer-form and short-form visual storytelling assets for use across appropriate program, educational, community engagement, reporting, presentation, digital, and communication channels.
7. Video editing and post-production, including appropriate graphics, titles, sound, music, color correction, and other production elements necessary for final delivery.
8. Development and implementation of participant consent, privacy, and release procedures appropriate to the individuals, communities, locations, and information being documented.
9. Incorporation of accessibility features, including captions and other accessible formats as appropriate to the final product and intended audience.
10. Coordination of appropriate participant, community, and Pili Ola review processes for sensitive or personally identifiable storytelling content prior to final publication or distribution.
11. Organization, labeling, and preservation of captured footage, completed visual assets, releases, and associated project materials to support continued use and long-term documentation of the initiative.
12. Delivery of final approved visual assets and associated files in formats agreed upon with Pili Ola.
13. Project management, scheduling, production planning, travel coordination, milestone tracking, file management, and regular communication throughout the contract period.
14. Strategic consultation regarding emerging documentation opportunities, significant program milestones, and additional stories or visual assets that may be appropriate as Pili Ola develops.

The selected Offeror shall perform these services using a community-centered approach that prioritizes informed participation, respectful representation, cultural and community context, and responsible stewardship of stories and visual materials.

2.3 DOCUMENTATION PLANNING AND STORY DEVELOPMENT

The selected Offeror shall work collaboratively with Pili Ola leadership, staff, community partners, and other designated stakeholders to identify and develop appropriate opportunities for visual documentation and storytelling throughout the contract period.

The Offeror shall:

1. Review relevant Pili Ola program information, implementation activities, timelines, locations, and anticipated milestones to understand the initiative and identify potential documentation opportunities.
2. Meet with designated Pili Ola staff and partners to understand program activities, participating communities, and emerging stories that may be appropriate for documentation.
3. Identify potential individuals, communities, locations, activities, events, partnerships, and program milestones that may contribute to the visual record of Pili Ola.
4. Develop proposed story concepts and documentation opportunities based on actual program activities and participant experiences.
5. Consider geographic, community, cultural, and programmatic representation when recommending stories and filming locations.
6. Develop an appropriate approach for each approved story or documentation opportunity, including anticipated participants, locations, filming needs, production requirements, and intended final product.
7. Coordinate with Pili Ola to prioritize documentation opportunities based on program significance, participant willingness, feasibility, timing, available resources, and the approved scope of work.
8. Identify potential privacy, consent, cultural, logistical, or other considerations prior to filming and recommend appropriate approaches for addressing those considerations.
9. Maintain flexibility to identify and respond to meaningful documentation opportunities that emerge as Pili Ola implementation progresses.
10. Develop and maintain a documentation and production plan identifying approved stories, locations, anticipated filming activities, production priorities, and expected deliverables.

Story development shall be grounded in the experiences of participating individuals and communities and should prioritize authentic representation rather than relying primarily on predetermined promotional messaging, scripted testimonials, staged scenarios, or reenactments.

2.4 FIELD DOCUMENTATION AND PRODUCTION

The selected Offeror shall conduct professional field-based visual documentation and production activities in communities and locations where Pili Ola programs, services, partnerships, and related activities are occurring. Field production may include interviews, observational filming, environmental footage, community activities, and other visual and audio documentation necessary to capture approved stories and program activities across Hawai‘i.

The Offeror shall:

1. Coordinate filming schedules, locations, participants, and production requirements with Pili Ola and designated community partners.
2. Conduct field production across multiple islands and communities, as required by the approved production plan and scope of work.

3. Capture interviews, observational footage, environmental imagery, activities, interactions, and other visual and audio material necessary to document approved stories and program activities.
4. Use a documentary-style approach that allows participants, activities, and community settings to be represented authentically and respectfully.
5. Conduct interviews and participant interactions in a manner that supports natural, participant-centered responses rather than predetermined or scripted testimonials.
6. Capture sufficient supporting footage and contextual material to communicate the people, places, activities, and environments associated with each documented story.
7. Provide professional production equipment, personnel, and technical resources necessary to complete approved filming activities.
8. Adapt production activities appropriately to community settings, participant needs, changing field conditions, and emerging documentation opportunities.
9. Coordinate with Pili Ola regarding any production activity involving potentially sensitive environments, information, or participants.
10. Maintain appropriate procedures for the secure handling, transfer, storage, and organization of footage and other materials captured during production.
11. Minimize unnecessary disruption to Pili Ola activities, participating organizations, community settings, and individuals during filming.
12. Maintain consistent professional and technical quality across footage captured in different locations and production environments.

Field documentation shall prioritize authentic observation and participant experience. Staged scenarios, actors, reenactments, or scripted participant statements shall not be used to represent actual participant or community experiences unless specifically approved by Pili Ola for an identified purpose and clearly distinguishable from documentary content.

2.5 POST-PRODUCTION AND VISUAL ASSET DEVELOPMENT

The selected Offeror shall provide editing and post-production services to transform approved field documentation and captured materials into completed visual storytelling assets.

The Offeror shall:

1. Review and organize captured footage and identify material appropriate for inclusion in final visual assets.
2. Develop narrative structures that accurately and respectfully represent documented participants, communities, activities, and experiences.
3. Edit interviews, observational footage, environmental imagery, and supporting material into cohesive visual stories appropriate to the intended audience and use.
4. Provide professional video editing, sound editing and mixing, color correction, graphics, titles, and other post-production services necessary for final delivery.
5. Incorporate appropriately licensed music, graphics, images, or other third-party materials when needed.
6. Develop versions of visual assets appropriate for different intended uses, platforms, or audiences, as required by the approved scope.
7. Provide draft versions of visual assets to Pili Ola for review at established stages of development.

8. Incorporate consolidated feedback from Pili Ola and, when appropriate, participating individuals or community partners through an established revision process.
9. Maintain consistency in visual quality, storytelling approach, and representation across the collection of developed assets.
10. Prepare final approved assets in appropriate formats and specifications for their intended use.
11. Provide captions, transcripts, audio description, language versions, or other accessibility features as required for approved final assets.
12. Maintain organized project files and associated production materials through final delivery.

Pili Ola anticipates that the initial scope will include development and delivery of approximately **nine (9) completed visual assets**, consisting of:

1. **One (1) approximately four-minute anchor film** incorporating stories and documentation from at least three islands.
2. **Two (2) approximately two-minute community-focused films** highlighting individual communities, participants, or experiences.
3. **Six (6) approximately 30-second short-form visual assets** suitable for digital and social communication.

2.6 PARTICIPANT CONSENT, PRIVACY, AND RESPONSIBLE STORYTELLING

The selected Offeror shall establish and maintain appropriate consent, privacy, and participant protection practices for all visual documentation and storytelling activities conducted under this contract.

The Offeror shall:

1. Obtain appropriate informed consent and release documentation from individuals participating in filming, interviews, photography, or other identifiable visual documentation.
2. Clearly communicate to participants the purpose of the documentation, anticipated uses of captured material, and how their image, voice, or story may be shared.
3. Coordinate with Pili Ola to establish appropriate consent and release procedures prior to field production.
4. Use additional consent or authorization procedures when documentation may involve sensitive personal or health-related information.
5. Establish appropriate procedures for participation involving minors, including parent or legal guardian authorization when required.
6. Respect a participant's decision not to participate or to decline particular questions, topics, or types of documentation.
7. Establish a reasonable process for participant review of sensitive or personally identifiable storytelling content prior to final publication or distribution, when appropriate.
8. Establish procedures for addressing participant requests to withdraw identifiable material prior to final publication or distribution, consistent with the agreed-upon production and consent process.

9. Avoid unnecessary capture or disclosure of confidential, private, or sensitive information during production.
10. Avoid filming patient records, medical charts, computer screens, schedules, rosters, or other materials containing identifiable or confidential information unless specifically authorized and appropriate safeguards are in place.
11. Maintain secure and organized records of participant releases, permissions, and other required documentation.
12. Handle footage, interviews, photographs, participant information, and associated project materials in a manner that protects participant privacy and maintains appropriate confidentiality.
13. Consider cultural and community context in decisions regarding how individuals, communities, locations, experiences, and stories are represented.
14. Promptly communicate any consent, privacy, confidentiality, or representation concerns identified during production or post-production to Pili Ola.

The Offeror shall describe its proposed approach to informed consent, participant releases, privacy protection, sensitive information, participant review, withdrawal requests, minors, and responsible community-based storytelling.

2.6.1 HEALTH INFORMATION AND SENSITIVE CONTENT

When visual documentation may involve personal health information, healthcare experiences, or other sensitive information, the selected Offeror shall work with Pili Ola to apply additional safeguards appropriate to the circumstances.

The Offeror shall:

1. Obtain separate written authorization when the use or disclosure of identifiable health information requires additional permission beyond the standard participant release.
2. Clearly distinguish consent to participate in visual documentation from authorization to disclose sensitive or health-related information.
3. Limit the collection and inclusion of sensitive information to what is necessary and appropriate for the approved story.
4. Not capture medical records, patient charts, computer or device screens, appointment schedules, participant rosters, or other materials containing identifiable health or personal information unless specifically authorized.
5. Review footage and other captured materials for inadvertent disclosure of sensitive or identifiable information prior to publication or distribution.
6. Remove, obscure, or otherwise protect inadvertently captured sensitive or identifying information when appropriate.
7. Coordinate with Pili Ola before including sensitive health-related information in a final visual asset.
8. Maintain appropriate safeguards for footage, documentation, authorizations, and other materials containing sensitive information throughout production, post-production, storage, and delivery.

The Offeror shall not assume that a general photography, video, or participant release constitutes authorization to disclose identifiable health information.

2.7 ACCESSIBILITY AND INCLUSIVE DELIVERY

The selected Offeror shall develop final visual assets with accessibility and inclusive use in mind so that completed materials can be used across Pili Ola's intended audiences and communication settings.

The Offeror shall:

1. Provide accurate captions for completed video assets.
2. Provide transcripts for completed video assets, as appropriate.
3. Provide audio description or other accessible treatment of meaningful visual content when required for the intended use of the asset.
4. Support development of language versions or other language-access adaptations when identified and approved by Pili Ola.
5. Ensure that titles, graphics, text, and other visual elements are designed with readability and accessibility in mind.
6. Consider accessibility requirements throughout production and post-production rather than solely at final delivery.
7. Deliver accessible versions in formats appropriate to their intended platforms and uses.
8. Identify any accessibility services, language adaptations, or specialized production requirements that may affect project schedule or cost.
9. Coordinate with Pili Ola to determine the appropriate accessibility features for each final visual asset based on its intended audience, content, and distribution method.

The Offeror shall describe its approach to accessibility, captioning, transcripts, audio description, language access, and development of alternative versions of visual content.

2.8 PROJECT MANAGEMENT, REVIEW, AND PRODUCTION PROCESS

The selected Offeror shall provide project management and coordination throughout the contract period and maintain a collaborative production process with Pili Ola.

The Offeror shall:

1. Participate in an initial project kickoff and discovery process.
2. Establish a production schedule identifying major activities, filming periods, locations, milestones, review periods, and anticipated delivery dates.
3. Coordinate regularly with Pili Ola leadership, staff, community partners, and other designated participants throughout the project.
4. Clearly identify information, access, introductions, approvals, participant coordination, or other support required from Pili Ola.
5. Develop production plans for approved filming activities, including anticipated participants, locations, scheduling, travel, equipment, and other logistical requirements.
6. Provide draft edits or cuts for review at appropriate stages of post-production.
7. Maintain an organized process for collecting, incorporating, and resolving feedback.
8. Provide reasonable opportunities for review and revision prior to final approval.
9. Coordinate participant or community review when appropriate based on the nature and sensitivity of the story.
10. Communicate anticipated delays, risks, production challenges, or dependencies that may

affect the project schedule.

11. Maintain regular communication with Pili Ola regarding project status, upcoming filming activities, deliverables, and decisions requiring attention.
12. Deliver final approved visual assets and associated project materials according to the agreed-upon production schedule.

Offerors shall describe their proposed project management and production methodology, anticipated communication cadence, review and approval process, and the number or type of revision cycles included in the proposed price.

2.9 VISUAL ARCHIVE, ASSET MANAGEMENT, AND METADATA

The selected Offeror shall organize and deliver captured visual materials and associated project assets in a manner that supports Pili Ola's continued use of the materials and development of a long-term visual record of the initiative.

The Offeror shall:

1. Maintain an organized system for managing footage, audio, photographs, completed visual assets, and associated production materials.
2. Apply consistent file naming and organizational practices throughout the project.
3. Maintain appropriate documentation linking visual materials with applicable participant releases, permissions, or use restrictions.
4. Provide appropriate descriptive information or metadata necessary to identify and manage delivered visual assets.
5. Clearly identify any limitations, restrictions, or third-party rights associated with delivered materials.
6. Deliver final approved visual assets and agreed-upon archival materials in an organized format.
7. Provide sufficient documentation to allow Pili Ola to locate, understand, manage, and appropriately reuse delivered visual materials.
8. Coordinate with Pili Ola regarding the format, organization, storage, and transfer of archival materials.
9. Protect project materials from unauthorized access, disclosure, loss, or inappropriate use while they remain in the Offeror's possession.
10. Support continuity of the visual archive so that materials produced during the initial contract period may contribute to future documentation of Pili Ola.

2.10 REQUIRED DELIVERABLES AND REPORTING

During the initial contract period, the selected Offeror shall provide, at minimum:

1. Initial discovery and visual documentation planning.
2. A production plan identifying approved documentation priorities, anticipated stories, locations, filming activities, and production schedule.
3. Field documentation and production across multiple communities and islands in the State of Hawaii, including documentation from at least three (3) islands for the anchor film.

4. One (1) approximately four-minute anchor film incorporating stories and documentation from at least three (3) islands.
5. Two (2) approximately two-minute community-focused films.
6. Six (6) approximately 30-second short-form visual assets suitable for digital and social communication.
7. Appropriate captions and other approved accessibility materials for final visual assets.
8. Participant releases, permissions, and other required documentation associated with the visual materials.
9. Final approved versions of all contracted visual assets.
10. Organized archival footage and associated project materials as agreed upon with Pili Ola.
11. Metadata or other documentation necessary to support management and continued use of delivered visual assets.
12. Monthly progress reports.

Final stories, participants, filming locations, and specific content will be determined collaboratively based on program activities, participant willingness and consent, production feasibility, and approved documentation priorities.

2.10.1 MONTHLY PROGRESS REPORTS

The selected Offeror shall provide a brief written monthly report that includes:

1. Status of work as related to the approved scope, budget, production schedule, and required deliverables.
2. Documentation and production activities completed during the prior month.
3. Work anticipated during the next month.
4. Status of visual assets in development, review, or post-production.
5. Major issues, risks, delays, or decisions requiring attention, including:
 - a. Description of the issue.
 - b. Recommended solution or proposed next steps.
6. Information, introductions, participant coordination, approvals, access, or other support needed from Pili Ola to maintain the production schedule.

2.11 OWNERSHIP, FINAL FILES, AND USE OF MATERIALS

All final visual assets and project materials developed specifically for Pili Ola under this contract shall be delivered to Pili Ola in accordance with the terms of the executed RCUH Agreement for services and applicable RCUH requirements.

The selected Offeror shall:

1. Provide final approved versions of all contracted visual assets.
2. Provide agreed-upon footage, project files, archival materials, and associated documentation developed specifically for Pili Ola.
3. Identify third-party music, images, graphics, fonts, stock media, software, or other materials incorporated into project assets and associated licensing or use restrictions.
4. Use only appropriately licensed or authorized third-party materials.

5. Clearly identify any continuing licensing, hosting, storage, subscription, or other costs associated with continued use of delivered materials.
6. Maintain and transfer participant releases, permissions, and applicable use restrictions in an organized manner.
7. Protect visual materials and participant information from unauthorized or unrelated use.
8. Not license, sell, distribute, or otherwise use identifiable participant footage or Pili Ola project materials for unrelated commercial purposes without appropriate authorization.
9. Not use project footage, participant materials, or other materials developed under this contract to train artificial intelligence or machine-learning systems without prior written authorization.
10. Deliver project materials in a manner that supports Pili Ola's continued stewardship, preservation, and appropriate future use of the visual record.

SECTION 3 – PROPOSAL REQUIREMENTS

3.1 REQUIRED FORMAT

The proposal shall be organized in sections in the following order:

1. Executive Summary
2. Technical Proposal
3. Schedule
4. Qualifications and Expertise
5. Price Proposal
6. Appendices

3.1.1 EXECUTIVE SUMMARY

Offeror shall submit an Executive Summary outlining the key elements of the proposal. The Executive Summary shall provide a concise overview of the Offeror's approach to meeting the requirements described in Section 2 – Statement of Work.

At a minimum, the Executive Summary shall include:

1. A brief description of the Offeror and its primary visual documentation, storytelling, and production capabilities.
2. An explanation of the Offeror's understanding of Pili Ola's visual documentation and storytelling needs.
3. A summary of the proposed approach to community-centered visual documentation, story development, field production, and post-production.
4. A summary of the proposed project schedule and production process.
5. Identification of the proposed project lead and key personnel.
6. A summary of the proposed pricing structure.

3.1.2 TECHNICAL PROPOSAL

The Offeror shall describe its approach to providing the visual documentation, storytelling, production, project management, and related services described in Section 2 – Statement of Work. The Technical Proposal shall demonstrate the Offeror's understanding of Pili Ola's needs and address the following:

A. Documentation Planning and Story Development

The Offeror shall describe its approach to:

1. Understanding Pili Ola's programs, communities, activities, and implementation milestones.
2. Identifying potential stories, participants, locations, activities, and documentation opportunities.
3. Working collaboratively with Pili Ola staff, partners, participants, and communities to develop appropriate stories.

4. Building relationships and trust prior to and during documentation activities.
5. Considering geographic, cultural, community, and programmatic representation.
6. Determining appropriate approaches for different stories and documentation opportunities.
7. Identifying and addressing consent, privacy, cultural, logistical, and production considerations.
8. Developing and maintaining a documentation and production plan.
9. Responding to meaningful documentation opportunities that emerge during the contract period.

B. Field Documentation and Production Approach

The Offeror shall describe:

1. Its overall visual documentation and production methodology.
2. Its approach to interview-based and observational filming.
3. Its approach to capturing authentic participant and community experiences.
4. Its approach to conducting production in community-based and field settings.
5. Its experience and approach to coordinating production across multiple locations or islands.
6. Proposed production personnel, equipment, and technical capabilities.
7. Its approach to adapting to changing field conditions, participant needs, and emerging opportunities.
8. Its procedures for handling, transferring, storing, and organizing captured footage.
9. Its approach to minimizing disruption to participants, organizations, and community settings during production.

C. Post-Production and Visual Asset Development

The Offeror shall describe its approach to:

1. Reviewing, selecting, and organizing captured footage.
2. Developing narrative structures from documented experiences and material.
3. Editing longer-form and short-form visual stories.
4. Video and audio editing, sound mixing, color correction, graphics, titles, music, and other post-production elements.
5. Developing assets for different platforms, audiences, and intended uses.
6. Maintaining consistency and quality across multiple visual assets.
7. Draft review and revision.
8. Final production and delivery.
9. Management of third-party media, music, graphics, or other licensed materials.

D. Participant Consent, Privacy, and Responsible Storytelling

The Offeror shall describe its approach to:

1. Informed participant consent and release documentation.
2. Communicating intended uses of visual materials to participants.

3. Protecting participant privacy and sensitive information.
4. Documentation involving personal health information or healthcare experiences.
5. Participation involving minors.
6. Participant review of sensitive or personally identifiable storytelling content.
7. Participant withdrawal requests prior to final publication or distribution.
8. Avoiding inadvertent capture or disclosure of confidential or identifiable information.
9. Secure management of releases, permissions, footage, and participant information.
10. Respectful and culturally appropriate representation of individuals and communities.

E. Accessibility and Inclusive Delivery

The Offeror shall describe its approach to:

1. Captioning.
2. Transcripts.
3. Audio description or other treatment of meaningful visual information.
4. Language versions or language-access adaptations.
5. Readability and accessibility of titles, graphics, and on-screen text.
6. Incorporating accessibility considerations throughout production and post-production.
7. Delivery of accessible final assets.

F. Visual Archive and Asset Management

The Offeror shall describe its approach to:

1. Organizing raw footage, audio, photographs, completed assets, and project files.
2. File naming and asset organization.
3. Metadata and descriptive information.
4. Linking visual materials with applicable releases, permissions, or use restrictions.
5. Secure storage and management of project materials.
6. Delivery and transfer of archival materials to Pili Ola.
7. Supporting continued use and long-term stewardship of the visual archive.
8. Identifying third-party rights, licensing restrictions, or other limitations associated with delivered materials.

G. Project Management and Collaboration

The Offeror shall describe its project management and collaboration approach, including:

1. Project kickoff and discovery.
2. Communication with Pili Ola.
3. Coordination with community partners and participants.
4. Production planning and scheduling.
5. Multi-island travel and production coordination.
6. Milestone and deliverable tracking.
7. Draft review and feedback management.
8. Revision and approval processes.
9. File and version management.

10. Quality assurance.
11. Identification and management of production risks, dependencies, delays, or changing field conditions.

The Offeror shall clearly identify the number or type of revision cycles included in the proposed price and any circumstances that may result in additional fees.

3.1.3 SCHEDULE

The Offeror shall provide a detailed proposed project schedule beginning with contract execution and continuing through completion of the initial scope of work.

The schedule shall identify:

1. Project kickoff and discovery.
2. Documentation planning and story development.
3. Participant and community coordination.
4. Pre-production and production planning.
5. Anticipated field production and filming periods.
6. Multi-island production activities.
7. Post-production and editing.
8. Draft delivery and review periods.
9. Participant or community review, when applicable.
10. Revision and approval periods.
11. Accessibility production.
12. Final delivery and archive transfer.

The schedule shall identify key milestones, deliverables, dependencies, and the responsibilities of both the Offeror and Pili Ola.

The Offeror shall describe its ability to adhere to production deadlines while maintaining sufficient flexibility to accommodate participant availability, community conditions, travel requirements, program activities, and meaningful documentation opportunities that may emerge during the contract period.

3.1.4 QUALIFICATIONS AND EXPERTISE

Offeror shall describe the firm's qualifications, experience, and size. In addition, the Offeror shall identify the team it will use to provide the services. Biographical summaries of the key team members shall be included in the proposal (to be included with Appendix B, described below).

The Offeror shall describe relevant experience providing services similar to those described in Section 2 – Statement of Work, including, as applicable:

1. Documentary, visual documentation, or community storytelling.
2. Story development and story identification.
3. Interview-based and observational filming.
4. Field-based video production.

5. Short-form and longer-form visual storytelling.
6. Multi-location or geographically dispersed production.
7. Community-based, healthcare, public health, nonprofit, government, education, or social-impact storytelling.
8. Working directly with community members and individuals sharing personal or sensitive experiences.
9. Participant consent, privacy, releases, and responsible representation.
10. Accessible video production, including captions and other accessibility features.
11. Management and organization of visual archives, footage, and associated project materials.
12. Projects requiring coordination among multiple participants, organizations, communities, or stakeholders.

The Offeror shall identify the proposed project lead and key personnel assigned to story development, field production, cinematography, editing/post-production, project management, accessibility, archive management, and other major components of the proposed work.

The Offeror shall describe each key team member's proposed role, relevant experience, responsibilities, and availability.

The Offeror shall identify any subcontractors or third parties performing a material portion of the work and describe their roles and responsibilities.

Offerors may identify relevant experience working in Hawai'i, rural communities, island communities, Indigenous communities, Pacific communities, or other geographically or culturally diverse settings.

3.1.5 PRICE PROPOSAL

The Offeror shall provide a clear and itemized Price Proposal identifying all costs associated with the proposed services.

The Price Proposal shall include, as applicable:

1. Discovery, documentation planning, and story development.
2. Pre-production and participant coordination.
3. Field production and filming.
4. Multi-island travel and production expenses.
5. Development of one (1) approximately four-minute anchor film incorporating documentation from at least three (3) islands.
6. Development of two (2) approximately two-minute community-focused films.
7. Development of six (6) approximately 30-second short-form visual assets.
8. Editing and post-production.
9. Accessibility services.
10. Participant consent, release, and documentation management.
11. Archive organization, metadata, and delivery.
12. Project management and coordination.
13. Music, media, licensing, equipment, or third-party costs.
14. Any other required or potential costs.

The Offeror shall also provide applicable hourly, daily, or unit pricing for additional services that may be requested during the contract period, including:

1. Additional filming or production days.
2. Additional island or location-based production.
3. Additional longer-form visual assets.
4. Additional short-form visual assets.
5. Additional editing or post-production.
6. Additional accessibility or language versions.
7. Revisions beyond those included in the proposed scope.
8. Additional archive or asset-management services.
9. Other services offered under the proposed agreement.

The Price Proposal shall clearly identify:

1. Total proposed price for the initial scope.
2. Services and deliverables included in the proposed price.
3. Number or type of production and filming days included.
4. Number or type of revision cycles included.
5. Travel and production expenses included in the proposed price.
6. Equipment, music, media, licensing, or third-party costs.
7. Optional services and associated pricing.
8. Assumptions used in developing the proposed price.
9. Circumstances that may result in additional fees.

Pricing shall include all costs necessary to complete the proposed work unless specifically identified otherwise.

The Price Proposal shall include:

1. Pricing per year for a potential 5-year Agreement with the understanding the RCUH Agreement for Services shall be for the initial year, with potential to extend for another 4 years.
2. No provisions for a Termination Liability Agreement shall be permitted and its inclusion in the Offeror's proposal shall be grounds for disqualification. Termination of the services is at the discretion of RCUH and shall be made in accordance with Sections 9 and 10 of Attachment B.

3.1.6 APPENDICES

Appendix A – Proposal Letter. The Proposal Letter shown in Appendix A shall be signed and dated by an individual authorized to legally bind the Offeror. Evidence shall be submitted showing the individual's authority to bind the Offeror.

Appendix B -- Offeror's Profile. The Offeror's Profile form shown in Appendix B shall be completed in its entirety.

Appendix C – References. Using the form shown in Appendix C, the Offeror must disclose all contracts for similar services performed during the last three (3) years. Points of contact and contact information should be indicated for each contract listed. These will serve as potential references to be contacted by the RCUH as part of the evaluation of the Offeror's proposal.

Appendix A

PROPOSAL LETTER TO THE RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII

We propose to provide services for the Research Corporation of the University of Hawaii, for the benefit of the University of Hawaii, College of Social Sciences (CSS), Social Science Research Institute (SSRI), Telecommunications and Social Informatics Research Program (TASI).

It is understood that this proposal constitutes an offer.

It is understood and agreed that we have read the Research Corporation of the University of Hawaii's specifications described in the RFP and this proposal is made in accordance with the provisions of such specifications. By signing this proposal, we guarantee and certify all items included in this proposal meet or exceed any and all such specifications, and agree to the terms and conditions in all of the documents described in Section 4.6 of the RFP, including Attachments.

If selected, we agree to deliver goods and services which meet or exceed the specifications.

Respectfully submitted,

Authorized Signature

Date

Printed Name

Title

Email Address

Telephone

If contract is awarded, the purchase order/payment
should be made to

Federal EIN

Remittance Address

City, State, Zip Code

*Attach to this page: Evidence of authority of the above officer to submit an offer on behalf of the company, giving also, the names and addresses of the other officers of the company.

Appendix B

OFFEROR PROFILE

(All items must be provided to be considered)

Company Name _____ Type of Company _____

Address _____ Total # Full Time Employees _____

_____ Phone Number _____

Email _____ Federal ID # _____

Company Start Date _____ State ID # _____

Project Manager / Principal Contact (Attach Bio) _____

Assigned Employees (Attach Bios) _____

(Attach Additional Listings)

Signature _____ Date _____

Position/Title _____

***Attach to this page: Resumes for all project team members.**

Appendix C

REFERENCES

Name of Firm _____

Address _____

Contact Name _____ Position _____

Telephone Number _____ Email Address _____

Dates of Services _____

Description of Services Provided:

SECTION 4 – EVALUATION OF PROPOSALS AND BASIS FOR AWARD

4.1 EVALUATION OF OFFEROR PROPOSALS

All responsive proposals received by the Closing Date for Receipt of Proposals of 4:00 PM Hawaii Standard Time, October 14, 2026, will be evaluated and scored.

4.2 EVALUATION COMMITTEE

A committee, comprised of at least three (3) representatives, will evaluate and score each proposal submitted after review of all proposals and completion of oral presentations, if required. The committee will submit its evaluations to the Delegated Procurement Officer, who may also be a representative on the committee. The Delegated Procurement Officer will review the RFP and the evaluations before the selection of a Contractor. The firm with the highest score according to the criteria shown in this section shall be awarded the contract.

4.3 CRITERIA FOR PROPOSAL EVALUATION AND SCORING METHOD

The scoring and subsequent ranking of each proposal will be based on a scoring method using weighted formulas for technical merit (ability to meet scope of work/schedule), qualifications and expertise, references, price, and other factors described in Section 4.3.1 below. The total score for each proposal will be on a scale of 0 to 100 points. Five general categories will be used to evaluate the proposals:

<u>Category</u>	<u>Maximum Number of Points per Category</u>
Technical merit	35
Qualifications and expertise	35
References	10
Price	15
Other	5
Total	100

4.3.1 DETAILED EVALUATION FORMULA FOR PROPOSED TECHNICAL APPROACH

Within the above general categories, points will be further divided as follows:

Technical Merit	Maximum Number of Points
Visual Documentation & Story Development – Approach to identifying and developing authentic, community-centered	10
Field Production & Documentary Approach – Approach to interviews, observational filming, multi-island production, and field adaptability.	7
Post-Production & Asset Development – Approach to editing, narrative development, review, revisions, and final delivery.	6
Consent, Privacy & Responsible Storytelling – Approach to participant consent, privacy, sensitive information, and respectful representation.	5
Project Management & Collaboration – Approach to planning, scheduling, communication, coordination, and review.	4
Accessibility & Asset Stewardship – Approach to accessibility, archive organization, metadata, and long-term asset management.	3
Total	35

Qualifications and Expertise	Maximum Number of Points
Relevant Visual Storytelling Experience – Experience in documentary, visual documentation, and community-centered storytelling.	10
Community-Based & Sensitive Storytelling Experience – Experience working with communities, diverse populations, and personal or sensitive subject matter.	8
Key Personnel & Production Expertise – Qualifications and experience of the proposed project lead and key production personnel.	7
Comparable Production Experience – Experience delivering multi-location projects and both longer-form and short-form visual assets.	5
Organizational Capacity – Capacity to manage field production, post-production, accessibility, archives, and multiple project deliverables.	5
Total	35

Other	Maximum Number of Points
--------------	---------------------------------

Schedule & Production Flexibility – Ability to meet the proposed schedule while adapting to participant availability, travel, and emerging documentation opportunities.	2
Deliverable & Archive Usability – Ability to provide organized, accessible, and reusable final assets, footage, and associated project materials.	2
Responsiveness to Evolving Program Needs – Ability to support changing documentation needs and opportunities during the contract period.	1
Total	5

A pricing formula shall be used to allot points based on the Offeror's price and the price of the lowest bidder.

The price evaluation score shall be based on a fixed total 5-year cost, with the understanding the RCUH Agreement for Services shall be for the initial year, with potential to extend for another 4 years, if continued services are needed and if funding allows. The Offeror's proposed five (5) year total and associated rates shall be firm and binding for the initial year and any option years exercised.

The References category will be scored by selecting up to three (3) of the Offeror's previous or current customers, and factoring their responses to standardized questions, into the evaluation.

4.4 BASIS FOR SELECTION AND AWARD OF AN AGREEMENT FOR SERVICES

The RCUH will select and attempt to negotiate a mutually acceptable Agreement for Services with the first-ranked Offeror. If this cannot be accomplished within 21 calendar days after initial Selection, the RCUH reserves the right to terminate contract negotiations with the first-ranked Offeror, and may select the second-ranked Offeror for negotiation of a potential award. This process may continue in order of Offeror ranking until a mutually acceptable Agreement for Services is achieved with the RCUH and an award is made to a selected Offeror.

4.5 ORAL PRESENTATIONS

Following the scoring and ranking of proposals, RCUH may elect to have the Offerors make presentations of their proposals to RCUH; however, no new information can be presented. If there are more than three (3) proposals submitted, RCUH may elect to limit the number of Offerors eligible to make presentations, to a priority list of Offerors (comprised of at least the three (3) highest ranked qualified Offerors). If, after presentations by the Offerors, RCUH determines that an amendment to the RFP is needed, the Offerors will be permitted to submit a new proposal or amend their first proposal, which will be considered their best and final offer (BAFO), and rescored.

4.6 REQUIREMENTS FOR AN AGREEMENT FOR SERVICES WITH THE RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII

The selected Offeror must submit the following documentation prior to execution of an Agreement for Services with the Research Corporation of the University of Hawaii:

1. Tax clearance from the Hawaii Department of Taxation and the U.S. Internal Revenue Service. *See* Section 1.7 of this RFP.
2. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters, if applicable.
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, if applicable.

Acceptance of an Agreement for Services with the Research Corporation of the University of Hawaii requires acceptance of Attachment B – General Conditions for Services Agreements, Attachment C – Special Conditions for Services Agreements–Federal Provisions, if applicable, Attachment D – Standards of Conduct Declaration, and Attachment E – Insurance Requirements. Necessary forms will be provided to the selected company.

Attachment A. Notice of Intent to Submit a Proposal

(May be sent by email or fax.)

Company Name: _____

Address: _____

Phone No.: _____

Email.: _____

- ☐ I acknowledge receipt of Request for Proposal No. 006-2026 and my company intends to submit a proposal prior to the Closing Date for Receipt of Proposals. I acknowledge the requirements for a services agreement with the Research Corporation of the University of Hawaii, including submittal of a price proposal; State of Hawaii Department of Taxation and Internal Revenue Service tax clearances; Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters; Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions; Standards of Conduct Declaration; and acceptance of the General Conditions for Services Agreements and the Special Conditions for Services Agreements (Federal Provisions).
- ☐ I acknowledge receipt of Request for Proposal No. 006-2026 but my company is not submitting a proposal.

Submitted by:

Signature

Date

Typed Name

Title

Attachment B. General Conditions for Services Agreements

1. Coordination of Services by the State. RCUH, or RCUH's designee, shall coordinate the services to be provided by CONTRACTOR in order to complete the Project. CONTRACTOR shall maintain communications with RCUH or the RCUH designee, at all stages of CONTRACTOR's work, and submit to RCUH or the RCUH designee, for resolution, any questions which may arise regarding this Agreement, including but not limited to CONTRACTOR's performance of this Agreement.
2. Relationship of Parties; Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of services required under this Agreement, CONTRACTOR shall be an "independent contractor", with the authority and responsibility to control and direct the performance and details of the work and services required under this Agreement; however, RCUH shall have a general right to inspect work-in-progress to determine whether in RCUH's opinion, the services are being performed by CONTRACTOR in accordance with the provisions of this Agreement. It is understood that RCUH does not agree to use CONTRACTOR exclusively, and that CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with RCUH.
 - b. CONTRACTOR, and CONTRACTOR's employees and agents, shall not be considered agents or employees of RCUH for any purpose, and CONTRACTOR's employees and agents shall not be entitled to claim or receive from RCUH any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to RCUH employees.
 - c. CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of its performance under this Agreement. Furthermore, CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability (if such liability is determined to exist) to CONTRACTOR's employees and agents, and to any individual not a party to this Agreement, for all loss, damage, or injury caused by CONTRACTOR, or CONTRACTOR's employees or agents in the course of their employment.
 - d. CONTRACTOR shall be responsible for payment of all applicable federal, state and county taxes and fees which may become due and owing by CONTRACTOR by reason of this Agreement, including but not limited to (i) income taxes, (ii) employment related fees, assessments and taxes, and (iii) general excise taxes. CONTRACTOR is further responsible for obtaining all licenses, permits, and certificates that may be required by reason of this Agreement, including but not limited to a general excise tax license from the Department of Taxation, State of Hawaii.
 - e. CONTRACTOR shall be responsible for securing any and all insurance coverage for CONTRACTOR and CONTRACTOR's employees and agents which is, or may be, required by law. CONTRACTOR shall further be responsible for payment of all premiums, costs and other liabilities associated with securing said insurance coverage.

3. Personnel Requirements.

- a. CONTRACTOR shall secure, at CONTRACTOR's own expense, all personnel required to perform the services required by this Agreement.
- b. CONTRACTOR shall ensure that CONTRACTOR's employees and agents are experienced and fully qualified to engage in the activities and services required under this Agreement, and that all applicable licensing and operating requirements imposed or required under federal, state and county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents, are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee or agent of CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state or county law.

5. Subcontracts and Assignments. CONTRACTOR shall not assign or subcontract any of CONTRACTOR's duties, obligations, or interests under this Agreement without the prior written consent of RCUH. Additionally, no assignment by CONTRACTOR of CONTRACTOR's right to compensation under this Agreement shall be effective unless and until the assignment is approved in writing by RCUH, and a tax clearance is submitted by the assignee. RCUH must also approve, in writing, all other assignment or subcontract agreements entered into by CONTRACTOR's assignees and subcontractors, prior to execution.

6. Conflict of Interest. CONTRACTOR represents that neither CONTRACTOR, nor any employee or agent of CONTRACTOR, presently has any interest (and promises that no such interest, direct or indirect, shall be acquired), which would or might conflict in any manner or degree with the performance of CONTRACTOR's services under this Agreement.

7. Modifications of Agreement. Any modification, alteration, amendment, change, or extension to any term, provision, or condition of this Agreement shall be made only by written amendment to this Agreement, signed by CONTRACTOR and RCUH. No modification, alteration, amendment, change or extension to any term, provision, or condition of this Agreement, signed by any persons, including the University of Hawaii, shall be binding on RCUH unless signed by an authorized official of RCUH.

8. Suspension of Agreement. RCUH reserves the right at any time and for any reason to suspend all or any part of the performance required by this Agreement for any reasonable period, upon written notice to CONTRACTOR. Upon receipt of said notice, CONTRACTOR shall immediately comply with said notice and suspend all such work under this Agreement at the time stated.

9. Termination of Agreement for Default.

- a. If CONTRACTOR breaches this Agreement by failing to satisfactorily fulfill in a timely or proper manner CONTRACTOR's obligations under this Agreement, or failing to perform any of the promises, terms, or conditions of this Agreement, RCUH shall have the right to terminate this Agreement in whole or in part, by giving written notice to CONTRACTOR at least seven (7)

calendar days (or any longer time as specified by RCUH in writing) before the effective date of termination. The notice shall provide CONTRACTOR with an opportunity to cure its default or take satisfactory corrective action within the seven (7) days (or other longer time as specified by RCUH). In the case of a partial termination, CONTRACTOR shall continue performance of this Agreement to the extent it is not terminated.

- b. CONTRACTOR shall, within four (4) weeks of the effective date of such termination (or within four (4) weeks of the scheduled expiration of the time of performance specified in this Agreement, whichever is earlier), compile and submit in an orderly manner to RCUH an accounting of the work performed up to the effective date of termination or expiration. In such event, CONTRACTOR shall be paid for the actual cost of the services rendered, but in no event more than the total compensation payable to CONTRACTOR under this Agreement.
- c. As of the date of termination provided in the notice, CONTRACTOR shall incur no further obligations in connection with the terminated performance, and CONTRACTOR shall stop performance to the extent specified. CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance, subject to RCUH's approval. RCUH may choose to direct CONTRACTOR to assign CONTRACTOR's right, title, and interest under terminated orders or subcontracts to RCUH.
- d. CONTRACTOR shall not be relieved of liability to RCUH for damages sustained because of any breach by CONTRACTOR of this Agreement, including but not limited to RCUH's procurement of similar goods and services in a manner and upon terms deemed appropriate by RCUH. In such an event, RCUH may retain any amounts which may be due and owing to CONTRACTOR until such time as the exact amount of damages due to RCUH from CONTRACTOR has been determined. RCUH may also set off any damages so determined against the amounts retained.
- e. Upon termination of this Agreement (or upon the scheduled expiration of the time of performance specified in this Agreement, whichever is earlier), all finished and unfinished material prepared by CONTRACTOR shall, at RCUH's option, become RCUH's property and, together with all material, if any, provided to CONTRACTOR by RCUH, shall be delivered and surrendered to RCUH on or before the expiration date or date of termination. For purposes of this Agreement, "material" includes but is not limited to any information, data, reports, summaries, tables, maps, charts, photographs, films, graphs, studies, recommendations, program concepts, titles, scripts, working papers, files, models, audiotapes, videotapes, computer tapes, cassettes, diskettes, documents, and records developed, prepared, or conceived by CONTRACTOR in connection with this Agreement, or furnished to CONTRACTOR by RCUH. Additionally, CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property and materials in the possession of CONTRACTOR, in which RCUH has an interest.

10. Termination of Agreement for Convenience.

- a. RCUH may terminate this Agreement without statement of cause at any time, in whole or in part, by giving written notice to CONTRACTOR of such termination at least thirty (30) calendar days before the effective date of such termination. In the event of a partial termination, CONTRACTOR shall continue performance of this Agreement to the extent it is not terminated.
 - b. Upon termination of this Agreement, CONTRACTOR shall, within four (4) weeks of the effective date of such termination, compile and submit in an orderly manner to RCUH an accounting of the work performed up to the effective date of termination. In such event, CONTRACTOR shall be paid for the actual cost of the services rendered, but in no event more than the total compensation payable to CONTRACTOR under this Agreement.
 - c. As of the date of termination provided in the notice, CONTRACTOR shall incur no further obligations in connection with the terminated performance, and CONTRACTOR shall stop performance to the extent specified. CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance, subject to RCUH's approval. RCUH may choose to direct CONTRACTOR to assign CONTRACTOR's right, title, and interest under terminated orders or subcontracts to RCUH.
 - d. All finished and unfinished material prepared by CONTRACTOR shall, at RCUH's option, become RCUH's property and, together with all material, if any, provided to CONTRACTOR by RCUH, shall be delivered and surrendered to RCUH on or before the date of termination. For purposes of this Agreement, "material" includes but is not limited to any information, data, reports, summaries, tables, maps, charts, photographs, films, graphs, studies, recommendations, program concepts, titles, scripts, working papers, files, models, audiotapes, videotapes, computer tapes, cassettes, diskettes, documents, and records developed, prepared, or conceived by CONTRACTOR in connection with this Agreement, or furnished to CONTRACTOR by RCUH. Additionally, CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property and materials in the possession of CONTRACTOR, in which RCUH has an interest.
11. Compliance with Laws. CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, which in any way affect CONTRACTOR's performance of this Agreement.
12. Indemnification and Defense. CONTRACTOR shall defend, indemnify, and hold harmless RCUH, the University of Hawaii, the State of Hawaii, and the Project, and their respective officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees and costs, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of CONTRACTOR or CONTRACTOR's employees, officers, agents, or subcontractors, occurring during or in connection with the performance of CONTRACTOR's services under this Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.
13. Disputes. No dispute arising under this Agreement may be sued upon by CONTRACTOR until after

CONTRACTOR's written request to RCUH to informally resolve the dispute is rejected, or until ninety (90) days after RCUH's receipt of CONTRACTOR's written request, whichever occurs first. While RCUH considers CONTRACTOR's written request, CONTRACTOR agrees to proceed diligently with the provision of services necessary to complete the scope of services described in Attachment 1.

14. Confidentiality of Material.

- a. All material given to or made available to CONTRACTOR by virtue of this Agreement, whether oral or written, and which is identified as proprietary or confidential information, will be safeguarded by CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of RCUH.
- b. All information, data, or other material provided by CONTRACTOR to RCUH, which is identified as proprietary or confidential, shall be kept confidential to the extent permitted by law.

15. Ownership and Intellectual Property Rights.

- a. **Physical Material.** The University of Hawaii shall have complete ownership of all physical material, both finished and unfinished, which is acquired, developed, prepared, or assembled by CONTRACTOR pursuant to this Agreement, unless the provisions of the Project's Prime Award (grant/contract awarded directly by the federal government), if any, requires that title to physical material vest in another party. If determined by RCUH to be necessary, CONTRACTOR and RCUH shall execute any and all documents necessary to establish the University of Hawaii or other required party as the owner of the material, without the need for any additional consideration.
- b. **Patentable Inventions.**
 - i. **Rights to Patentable Inventions.** The rights to patentable inventions shall be determined in accordance with the provisions of the Project's Prime Award, if any. If the Prime Award is subject to the applicable regulations governing patents and inventions incorporated in 37 CFR 401, the term "subcontractor" shall be substituted for "contractor" throughout 37 CFR 401, unless the context of the clause requires otherwise. It is intended that 37 CFR 401 shall apply to CONTRACTOR in such a manner as is necessary to: (1) reflect the position of CONTRACTOR as a subcontractor to RCUH, (2) insure CONTRACTOR's rights under 37 CFR 401 and its obligations to RCUH, the Project, and the United States government, and (3) enable the Project to meet its obligations under its Prime Award. In the absence of ownership provisions in the Prime Award, or if the Project is supported by other funds, the ownership of patentable inventions developed pursuant to this Agreement will be determined under applicable U.S. law. If determined by RCUH to be necessary, CONTRACTOR and RCUH shall execute any and all documents necessary to establish the rights to the patentable inventions, without the need for any additional consideration.
 - ii. **Licensing of Patentable Inventions.** CONTRACTOR agrees to grant and hereby does grant to the University of Hawaii an irrevocable, royalty-free, non-transferable, non-

exclusive right and license to use, make, have made, and distribute any patentable invention first conceived or reduced to practice in the performance of this Agreement.

- c. Copyrights. The University of Hawaii shall have complete ownership of all copyright material (including but not limited to any computer software and its documentation and/or databases) that is developed or prepared by CONTRACTOR for RCUH pursuant to this Agreement, and all such material shall be considered "works-made-for-hire." All such material shall be delivered to RCUH upon expiration or termination of this Agreement. CONTRACTOR, however, may use thereafter any ideas and techniques that may be embodied in such works. To the extent the material is not recognized as a "work-made-for-hire" as a matter of law, CONTRACTOR hereby assigns to the University of Hawaii any and all copyrights in and to the material. If determined by RCUH or the University of Hawaii to be necessary, CONTRACTOR, the University of Hawaii, and RCUH shall execute any and all documents necessary to establish the University of Hawaii as the owner of the material, without the need for any additional consideration.
16. Publicity. CONTRACTOR shall not refer to RCUH, the University of Hawaii, the Project, or any office, agency, or officer thereof, or to the services provided pursuant to this Agreement, in any of CONTRACTOR's brochures, advertisements, or other publicity of CONTRACTOR. All media contacts with CONTRACTOR about this Agreement shall be referred to RCUH.
17. Payment Procedures; Final Payment. All payments under this Agreement shall be made only upon (a) submission by CONTRACTOR to RCUH of original invoices specifying the amount due and certifying that services requested under this Agreement have been performed by CONTRACTOR according to this Agreement, and (b) satisfactory performance as determined by RCUH and as specified in Attachments 1, 2, and 3.
18. Tax Clearance. Final payment under this Agreement shall be subject to Section 103-53 of the Hawaii Revised Statutes, which requires a tax clearance from the Hawaii Department of Taxation and the U.S. Internal Revenue Service, stating that all delinquent taxes, if any, levied or accrued against CONTRACTOR have been paid. A tax clearance is required on final payment for agreements of \$25,000 or more. In addition to obtaining a tax clearance prior to final payment, CONTRACTOR is required to obtain a tax clearance from the Hawaii Department of Taxation and the U.S. Internal Revenue Service prior to the execution of this Agreement, if \$25,000 or more.
19. Governing Law, Jurisdiction and Venue. The validity of this Agreement and any of its terms and/or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
20. Notices. Any written notice required to be given by a party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid, to RCUH at its address, and to CONTRACTOR at its address, as indicated in this Agreement. A notice shall be deemed to have been received by the recipient three (3) days after mailing or at the time of actual receipt, whichever is earlier.
21. Severability. In the event that any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or

enforceability of the remaining terms of this Agreement, provided that the remaining terms and conditions of this Agreement remain legal and enforceable.

22. Waiver. The failure of RCUH to insist upon strict compliance with any term, provision or condition of this Agreement shall not constitute or be deemed to constitute a waiver or relinquishment of RCUH's right to enforce the same in accordance with this Agreement.
23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.
24. Federal Provisions. If federal funds are expended under this Agreement, CONTRACTOR shall comply with the applicable provisions of Attachment C.

Attachment C. Special Conditions for Services Agreements

FEDERAL PROVISIONS

1. If federal funds (under a federal grant) are expended under this Agreement, CONTRACTOR shall comply with the applicable provisions of RCUH [Attachment 32a](#).
2. If federal funds (under a federal prime contract) are expended under this Agreement, CONTRACTOR shall comply with the applicable provisions of RCUH [Attachment 32b](#).
3. If federal funds (under a cost-type prime cost reimbursable contract) are expended under this Agreement, and CONTRACTOR is a commercial entity in possession of government property, CONTRACTOR shall comply with the applicable provisions of RCUH [Attachment 32c](#).
4. If federal funds (under a cost-type prime cost reimbursable contract) are expended under this Agreement, and CONTRACTOR is an educational or nonprofit entity in possession of government property, CONTRACTOR shall comply with the applicable provisions of RCUH [Attachment 32d](#).

The aforementioned federal provisions can be found at: [RCUH - Policies, Forms & Documents](#).

Attachment D. Standards of Conduct Declaration

For purposes of this declaration:

“Controlling interest” means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty percent (50%).

“Employee” means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the Constitutional Convention, but excluding legislators, delegates to the constitutional convention, justices and judges. References to “Employee”, below, includes all State of Hawai‘i employees, including RCUH and UH employees. (HRS § 84-3).

On behalf of _____ (CONTRACTOR), the undersigned does declare, under penalty of perjury, as follows:

1. CONTRACTOR (☐ is) (☐ is not) a legislator, an Employee, or a business in which a legislator or employee has a “Controlling interest”. (HRS § 84-15(a)).
2. CONTRACTOR (☐ is) (☐ is not) a UH or RCUH employee. (2 C.F.R. § 200.459 Professional service costs).
3. CONTRACTOR has not been, and will not be, represented or assisted personally on matters related to this Agreement by an individual who has been an employee of RCUH or UH within the preceding two years, and who participated while so employed in the matter with which this Agreement is directly concerned. (HRS § 84-15(b)).
4. CONTRACTOR *has not* been assisted or represented by a legislator or Employee for a fee or other compensation to obtain this Agreement, and *will not* be assisted or represented by a legislator or Employee for a fee or other compensation in the performance of this Agreement, if the legislator or Employee was involved in the development or award of this Agreement. (HRS § 84-14(d)).
5. CONTRACTOR has not been, and will not be, assisted or represented by an employee of RCUH or UH for a fee or other compensation.
6. CONTRACTOR has not been, and will not be, represented on matters related to this Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, served as a legislator or Employee, and participated while a legislator or Employee on matters related to this Agreement. (HRS §§ 84-18(b) and (c)).
7. CONTRACTOR has not been, and will not be, represented by a former employee of RCUH or UH for a fee or other compensation, where that former employee served as an employee of RCUH or UH within the past twelve (12) months.

CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the RCUH if the Agreement was entered into in violation of any provision of Chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the above declarations. Additionally, any fee, compensation, gift, or profit received by any person as a result of violating the Code of Ethics may be recovered by RCUH.

CONTRACTOR

By

Its

(Title)

Date

* Reminder to the Project. If the "(is)" in No. 1 and/or 2 above is selected: (a) contact RCUH Procurement prior to executing this Agreement; and (b) if this Agreement involves goods or services of a value in excess of \$10,000, this Agreement must have been awarded by a competitive sealed bid or proposal. Otherwise, the Project may not enter into this Agreement unless it posts a notice of intent to award this Agreement and files a copy of the notice with the Hawaii State Ethics Commission at least 10 days before this Agreement is awarded. (HRS § 84-15(a)).

Attachment E. Insurance Requirements

The Contractor shall maintain commercial general liability insurance acceptable to RCUH in full force and effect throughout the term of the Agreement. The policy or policies of insurance maintained by the Contractor shall provide a minimum combined single limit coverage (bodily injury and property damage) in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate per policy year. Insurance shall be in force the first day of the term of the Agreement.

Workers' Compensation/Employers' Liability Insurance – The Contractor shall maintain workers' compensation insurance for all persons whom they employ in carrying out the work under the Agreement, in amounts sufficient to meet the Hawaii statutory limits and/or the legal requirements in all other jurisdictions where work will be performed. The Contractor shall maintain the following minimums for employers' liability: (1) bodily injury by accident, \$1,000,000 (each accident); (2) bodily injury by disease, \$1,000,000 (policy limit); and (3) bodily injury by disease, \$1,000,000 (each employee).

Auto Liability Insurance – The Contractor shall maintain auto liability insurance covering all autos used to provide services under the Agreement, with coverage of not less than \$1,000,000 for bodily injury (per person); not less than \$1,000,000 for bodily injury (per accident); and not less than \$1,000,000 for property damage (per accident); or a combined single limit of at least \$1,000,000 per accident for bodily injury and property damage combined. The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies. Only autos with the above auto liability insurance shall be used to provide services under the Agreement.

The Contractor shall maintain professional liability (errors and omissions) insurance with a limit of not less than \$1,000,000.00 per occurrence, and \$2,000,000.00 general aggregate per policy year, during the term of the Agreement.

Contractor shall maintain Privacy and Network Security (Cyber) insurance with a minimum limits of \$1,000,000 each claim and \$2,000,000 aggregate, for any security breach, including privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security, including any act or omission that compromises either the security, confidentiality or integrity of personal information in Contractor's care, custody or control, or for which Contractor is responsible under this Agreement, or the physical, technical, administrative or organizational safeguards put in place by Contractor or its authorized personnel that relate to the protection of the security, confidentiality or integrity of personal information.

Each insurance policy and certificate of insurance required by the Agreement shall:

- a. Provide that any insurance maintained by RCUH will apply in excess of, and not contribute with, insurance provided by the insured's policy.
- b. Name RCUH, the State of Hawaii, and the University of Hawaii as additional insureds with respect to operations performed for the University of Hawaii and RCUH.
- c. Waive all rights of subrogation in favor of RCUH, the State of Hawaii, and the University of Hawaii.

Clauses a and b are waived for any professional liability (errors and omissions) insurance and workers'

compensation. For cyber insurance, clause b shall apply with respect to third-party liability coverage only.

The Contractor shall ensure that its subcontractors, suppliers, anyone directly or indirectly employed by any of them to perform work under the Agreement, or anyone for whose acts any of them may be liable, also obtain and comply with the above insurance requirements and limits, to cover all work performed.

The Contractor is required to notify RCUH of any changes to the Contractor's insurance policies or any cancellation of insurance at least THIRTY (30) days prior to the change or cancellation.

All insurance described herein shall be primary and cover the insured for all work to be performed under the Agreement, all work performed incidental thereto or directly or indirectly connected therewith.

The Contractor agrees to deposit with RCUH, on or before the effective date of the Agreement, certificates of insurance necessary to satisfy RCUH that the insurance provisions of the Agreement have been complied with and to keep such insurance in effect and the certificates therefore on deposit with RCUH during the entire term of the Agreement.

RCUH shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of RCUH, the insurance provisions in the Agreement do not provide adequate protection for RCUH, RCUH may require the Contractor to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. RCUH's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required.

RCUH shall notify the Contractor in writing of changes in the insurance requirements; and if the Contractor does not deposit copies of acceptable insurance policies with RCUH incorporating such changes within TEN (10) days of receipt of such notice, this Agreement shall be in default without further notice to the Contractor and RCUH shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of the Agreement. Notwithstanding said policy or policies of insurance, the Contractor shall be obligated for the full and total amount of any damage, injury, or loss arising from its acts or omissions with respect to the Agreement.