

**REQUEST FOR BID
FOR
SLATE TILE MATERIAL AT THE HAWAII CONVENTION CENTER
HONOLULU, HAWAI'I
RFB 2023-5**

November 2022

**Proposal Due Date: Tuesday, November 28, 2022
For Information, Contact:
Cumming Management Group, Inc.,
HCC's Construction Manager at atanton@cumming-group.com**

Slate Tile Material Services
for the Hawaii Convention Center
Scope of Services

1. CONDITIONS AND LIMITATIONS

The proposal and any information made a part of the proposal will become part of AEG Management HCC, LLC ("HCC") official files without obligation on HCC's part to return them to the original proposer(s).

This bid request and the selected proposer's response may, by reference, become part of the formal Contract between HCC and the selected proposer resulting from this solicitation.

Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of HCC or the State for the purpose of influencing consideration of a proposal.

2. SCOPE OF SERVICES

The Hawaii Convention Center is seeking proposals to procure and supply the requested tile information below.

The proposal must include the following details, regarding the green slate tile located throughout the HCC:

1. Price per square foot
2. Tile Size: 16" x 16"
3. Quantity available: Tile supplier must have a minimum of 6,000 sq ft
 - a. Price to be provided per pallet size and associated square footage quantity
4. Lead time
5. Recommended Grout and/or Grout color
6. Recommended Sealant: UV and high foot traffic rated
7. Sample(s) to be provided

The proposal must include the following details, regarding a new herringbone mosaic tile to be utilized as a boarder for the new green slate tile:

1. Color options are to complement the existing green slate tile (i.e. greys, whites, etc.)
2. Price per square foot
3. Size: 4"-6" inches in width and 12"-24" in length
4. Quantity available: Tile supplier must have a minimum of 1,000 sq ft
5. Lead time
6. Recommended Grout and/ or Grout color
7. Recommended Sealant: UV and high foot traffic rated
8. Sample(s) to be provided

3. TERM OF AGREEMENT and SIGNIFICANT DEADLINES

The term of this agreement shall be through December 31, 2022.

The supplier shall meet the following deadlines:

| | |
|-------------------------------------|-------------------|
| Issue Request for Bid | November 7, 2022 |
| Questions regarding bid proposal | November 10, 2022 |
| HCC's response to questions | November 14, 2022 |
| Proposal due date, including sample | November 28, 2022 |
| Award service agreement | December 2022 |

4. INVOICING

The supplier is to invoice HCC upon completion of the scope of services.

5. USE OF SUPPLIES AND EQUIPMENT

If the scope of work requires the supplier to utilize and operate HCC equipment, an "Agreement for Rental of Equipment", and appropriate training and certification may be required. Rental rates may also apply.

6. RESERVATION OF RIGHTS

HCC reserves the right to reduce, amend, or expand the "Scope of Services" as provided herein.

7. SERVICE CONDUCT

A. SERVICE PERFORMANCE

The supplier shall be solely responsible for the satisfactory completion and quality of all work performed as determined by HCC.

1. ALL work, services, or products developed must comply with ALL applicable City and County, State, and Federal rules, regulations, codes, and guidelines.
2. HCC shall hold the supplier liable for all the acts of its employees.
3. Supplier shall ensure compliance with the Health & Safety Procedures – Section 1 – Supplier Policy provided as an attachment.
4. Once the contract is awarded, the supplier shall communicate directly with HCC's Point of Contact and supplier shall cooperate fully with HCC's Point of Contact in every way.

5. When a disagreement arises between the supplier and HCC in regards to work performance of specific service requirements within the contract specifications, the directives of HCC shall prevail. Supplier's failure to comply with HCC's directives shall be deemed cause for corrective action and subject to contractual remedies.
6. Should the supplier discover any discrepancy in the specifications, the supplier shall immediately notify HCC's Point of Contact before proceeding any further with the work, otherwise, the supplier will be held responsible for any cost involved in correction of work placed due to such discrepancy.
7. If any work is not in full compliance with these specifications, the supplier shall make all necessary corrections to the full satisfaction of HCC and at no additional cost to HCC. The supplier shall perform corrective work within the period allowed by HCC's Point of Contact.
8. The supplier shall immediately remedy any damages and defects caused by negligence of the supplier or its employees.
9. Emergency Policies and Procedures
 - a. Supplier is required to submit Emergency policies and procedures for handling emergencies that may affect labor order fulfillment (ie: hurricane, tsunami etc.).

B. SAFE PERFORMANCE OF SERVICE

1. The supplier shall exercise care and shall provide all necessary protection to prevent injury and/or damage.
2. The supplier shall be required to protect the occupants and the general public from any unsafe conditions during the performance of services and/or as a result of the services.
3. The supplier agrees to report any and all unsafe working conditions at HCC.
4. The supplier agrees to comply with all Federal Occupational Safety and Health (OSHA) and Hawai'i Occupational Safety and Health (HIOSH) laws, regulations, training and reporting.
5. The Hawaii Occupational Safety and Health Law, Chapter 396, Hawaii Revised Statutes, effective May 16, 1972, as amended, is applicable and made a part of this solicitation by reference. The supplier shall carefully read and strictly comply with its requirements.

C. ORIENTATION, SUPERVISION AND TRAINING

The supplier is responsible for providing adequate orientation, supervision and training of all employees working at the HCC. All employees must be familiar with the layout of HCC and Health and Safety Procedures - Section 1 - Supplier Policy after this orientation.

D. IDENTIFICATION

All employees will be required to carry a supplier issued, picture ID which will be required to be worn at all times while working at the HCC. Supplier is to provide each employee with a plastic sleeve with clip to hold the ID and a lanyard. An HCC-issued identification badge or daily wristband will also be required to be worn at all times. This badge will be issued on a daily basis through the HCC Security Base office, upon check-in, and must be turned back in at the end of the labor shift, upon check-out at the HCC Security Base.

E. UNIFORMS

HCC requires supplier's employees to wear business attire at all times when on HCC property. Additionally, employees must wear closed-toe shoes as well as any necessary personal protective equipment.

F. PERFORMANCE AND DISCIPLINE

The performance of supplier's employees who serve HCC clients reflects directly upon the HCC. HCC reserves the right to monitor the supplier's employee's job performance at any time. HCC may require the supplier to accompany its designated representative in conducting evaluations. If a supplier employee behaves improperly or are not properly attired or groomed, HCC will require that the supplier discipline the employee. Supplier must provide evidence of a discipline policy and provide immediate follow-up when such instances occur. In some cases, it may be necessary for the supplier to remove the employee from the facility as described in Section 5(A).4.

8. REQUIREMENTS FOR AWARD OF CONTRACT

Prior to the execution of the Contract, supplier must furnish proof of compliance with the requirements of HRS § 103D-310(c) including the following:

- Chapter 237, tax clearance;

Prior to the execution of the Contract, supplier must furnish a Certificate of Vendor Compliance and a certificate of insurance demonstrating compliance with any HRS vendor insurance requirements including the following:

9. INDEMNIFICATION

Supplier agrees to indemnify, defend and forever save and hold harmless The Hawai'i Convention Center, ASM Global Parent Inc., AEG Venue Management Holding LLC, Anschutz Entertainment Group, Inc., Hawai'i Tourism Authority, the State of Hawaii, and each of its and their respective boards, commissions, agents, owners, members, shareholders, directors, officers, servants, employees, subsidiaries, and affiliates (hereinafter referred to as "Company Indemnitees"), unless not permitted by applicable law. Employees and volunteers (sometimes collectively referred to herein as the "Company Indemnitees" and individually as a "Company Indemnitee"), from and against any and all damages, claims, losses, demands, costs, expenses (including attorneys, fees and costs), obligations, liens, liabilities, actions and causes of action, threatened or actual, which any one of the Company Indemnitees may suffer or incur arising directly or indirectly out of or in connection with the Goods, performance of the Services or the failure of supplier to perform the Services in accordance with the terms of this Agreement or any act or omission of the supplier, including its employees, officers, or agents. The foregoing indemnification shall survive any termination or the expiration of the term of this Agreement.

10. INSURANCE

Without in any way limiting or altering the indemnification requirements of supplier under or pursuant to this Agreement, supplier shall, at its sole expense, procure and at all times maintain during the term of this Agreement all of the following insurance:

- a. Supplier agrees, at its sole expense, to procure and maintain during the Term of this Agreement: (i) Commercial General Liability insurance, on an occurrence form, including blanket contractual liability, products and completed operations coverage, fire legal liability coverage, personal & advertising injury coverage (including but not limited to libel, slander, defamation of character, and discrimination) for the mutual benefit of supplier, Company successors and assigns, against all claims for personal injury, death or property damage in or about the Areas arising in the amount of \$1,000,000 per occurrence, \$5,000,000 in the aggregate, (ii) Commercial Automobile Liability insurance, on an occurrence basis covering all owned, non-owned, hired and leased vehicles with a limit of not less than \$1,000,000 per occurrence covering bodily injury and property and physical damage; and (iii) following form Umbrella or Excess Liability coverage with a limit of \$4,000,000 per occurrence in excess of \$1,000,000. (iv) Professional Liability/Errors & Omissions Insurance shall be for protection of claims arising out of negligent acts, professional services/errors and omissions by or for the supplier and will be for \$5,000,000.
- b. The insurance policies set forth in (a) above shall name as Additional Insureds each of the Supplier Indemnitees (as set forth in Section 9 above), their respective affiliates, vendors, lenders, as well as each of their respective officers, directors, partners, members, shareholders, employees, agents, representatives, successors, and assigns. All such insurance shall be primary and non-contributing to insurance maintained by supplier.

- c. Supplier agrees, at its sole expense, to procure and maintain during the term of this Agreement, Workers Compensation insurance in accordance with statutory limits and Employers Liability at a limit of \$1 million per occurrence covering all employees, performers, participants and other personnel of supplier (other than such persons as are employed by supplier and its respective affiliates), which shall be evidenced on the certificate of insurance required to be provided in accordance with Section 10(f & g) below. Such insurance shall include a waiver of subrogation in favor of the supplier.
- d. To the extent applicable, supplier shall obtain and maintain a Personal Property Floater and/or Miscellaneous Equipment insurance coverage on all of supplier's personal property, trade fixtures, and supplier's owned alterations, utility installations and third-party property damage. Such insurance shall be full replacement cost coverage with a deductible of not more than \$2,500.00 per occurrence. The proceeds from any such insurance shall be used by supplier for the replacement of personal property, tools & equipment. Supplier shall provide Company with written evidence that such insurance is in force and shall causes its insurers to a waiver of subrogation in favor of Company.
- e. Company makes no representation that the limits or terms of coverage of insurance specified herein are adequate to cover supplier's property, business operations or obligations under this Agreement.
- f. The insurance shall provide for coverage from commencement of work or occupancy of the premises. There will be no charge to Company for such coverage and a certificate of insurance evidencing such coverage shall be furnished to Company. Said policy of insurance and endorsements shall provide that the policy of insurance cannot be canceled without 15 days prior written notification to Company. Said insurance shall not restrict or limit the coverage of the additional insureds. If supplier fails to provide the required certificate of insurance at least five (5) business days prior to the commencement of work or occupancy of premises, Company may, in its sole and absolute judgment, either (i) acquire, at supplier's expense, such insurance as Company determines in its sole judgment to be necessary in order to protect the Company Indemnitees from any of the matters to be covered under subparagraph (a) above, or (ii) treat such failure as a default by supplier and terminate the Agreement.
- g. All insurance shall be affected by valid and enforceable policies issued by insurers of responsibility, licensed to do business in the Hawaii, such responsibility and the insuring agreements to meet with the reasonable approval of Company. An insurer with a current A.M. Best rating of at least AVI or better shall be deemed to be acceptable. Receipt by Company of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same nor is any verbal agreement to modify same permissible or binding. Any agreement to amend this provision of this Agreement must be in writing signed by the parties.
- h. At the request, supplier shall promptly furnish loss information concerning all liability claims brought against company (or any other insured under company required policies), that may affect the amount of liability insurance available for the benefit and protection of the Company Indemnitees under this Agreement. Such loss information shall include such specifics and be in such form as Company.

- i. All insurance coverage available to supplier and any available proceeds in excess of specified minimum limits shall be available to Company.