

REQUEST FOR PROPOSALS
FOR
A DESIGN AND BUILD PROJECT
FOR THE REPLACEMENT OF THE SLATE TILE
FOR HAWAI'I CONVENTION CENTER

RFP No. 2023-4

HONOLULU, HAWAII

NOVEMBER 2022

Proposal Due Date: Wednesday, November 30, 2022

For Information, Contact:
Cumming Management Group, Inc.,
HCC's Construction Manager at atanton@cumming-group.com

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APPENDICES

Appendix A:	Hawaii Convention Center Event Schedule Template
Appendix B:	AIA Document A105 – 2017 Standard Form of Agreement Between Manager and Contractor
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NOTICE TO OFFERORS

AEG Management HCC, LLC a wholly owned subsidiary of ASM Global (“HCC”) is requesting proposals (“Proposals”) from qualified companies (“Offerors”) for a design and build project for the demolition and repair of the floor tile at the Hawai’i Convention Center (the “Project”).

Thank you for your interest in submitting a proposal for this solicitation. The purpose of this request for proposals is to identify and select the best qualified supplier/provider that will provide superior goods/services to meet the scope of services at competitive rates. The rationale for this request for proposals (“RFP”) is to promote and ensure the fairest, most efficient means to obtain the benefits of the most qualified responsive and responsible proposal. In order for HCC to evaluate your proposal in a timely manner, please follow the instructions presented in each section of this document.

It is the intent to award a Stipulated Sum Manager and Contractor contract during this procurement process as outlined below. The price shall include the cost of all labor, building materials, building supplies, equipment, job-related incidental work, and the securing of all required permits, notifications, and/or inspections that are required to specify demolition and repair of the floor tile as specified in the Scope of Work herein.

This RFP does not commit HCC to award a contract, nor to pay any costs incurred in the preparation and submission of Proposals in anticipation of a contract. HCC also reserves the right to unilaterally cancel this solicitation at any time without any liability.

Forms and information are available by contacting:

Project and Construction Manager for AEG / HCC (PM/CM) - Mr. Andrew Tanton
Cumming Management Group, Inc.
841 Bishop Street – Suite 725
Honolulu, Hawaii 96813
Email: atanton@cumming-group.com

And by copy to:

Contracting Officer – Ms. Mari Tait
AEG/Hawaii Convention Center
1801 Kalakaua Avenue
Honolulu, Hawaii 96815
Email: hccrfp@hccasm.com

Offerors should carefully read the entire RFP documents. Proposals must comply with all instructions herein provided and must be submitted with a completed and signed Proposal Form, a copy of which is provided hereto as Appendix D. Interested parties should register with the PM/CM (as defined in Section 1.2 below) with copy to the Contracting Officer by **Thursday, November 10, 2022**.

Written questions regarding this RFP may be submitted via email to the PM/CM with copy to the Contracting Officer by **4:00 p.m. Hawaii Standard Time (“HST”) on Monday, November 21, 2022** at the addresses listed above.

SECTION 1 - GENERAL INSTRUCTIONS TO OFFERORS

1.1 DEADLINE FOR PROPOSALS

Proposals **MUST** be submitted via email to the PM/CM with copy to the Contracting Officer no later than **4:00 p.m. HST on Wednesday, November 30, 2022.**

Proper delivery of the proposal is the sole responsibility of the Offeror.

Pursuant to HRS § 201B, this RFP is subject to Part III of Chapter 103D of the Hawaii Public Procurement Code, Hawaii Revised Statutes. Accordingly, all proposals and Offerors must comply with all the requirements applicable to the formation of a contract pursuant to Part III of Chapter 103D of the Hawaii Public Procurement Code, Hawaii Revised Statutes.

1.2 CONTRACTING OFFICER & PROJECT AND CONSTRUCTION MANAGER

The Contracting Officer is responsible for administering/facilitating all requirements of the RFP solicitation process. The Contracting Officer will also be responsible for "contractual actions" throughout the term of the contract. The Contracting Officer is:

Contracting Officer -- Ms. Mari Tait
AEG/Hawai'i Convention Center
1801 Kalakaua Avenue
Honolulu, HI 96815
Email: hccrfp@hccasm.com

Assisting and providing guidance, oversight, procurement, construction, and project management services for HCC on the Project is HCC's Project and Construction Manager, Cumming Construction Management, Inc. ("PM/CM" or "Cumming"). Cumming shall be the primary point of contact on the project for procurement and work-related issues and will provide construction and project management services throughout the term of the contract. Cumming's project manager for the HCC is:

Project and Construction Manager for AEG / HCC – Mr. Andrew Tanton
Cumming Management Group, Inc.
841 Bishop Street – Suite 725
Honolulu, HI 96813
Email: atanton@cumming-group.com

1.3 AEG COMPANY OVERVIEW

ASM Global is the world's leading venue management and services company. The company was formed by the combination of AEG Facilities and SMG, global leaders in venue and event strategy and management. The company's elite venue network spans five continents, with a portfolio of more than 300 of the world's most prestigious arenas, stadiums, convention and exhibition centers, and performing arts venues. For more information, please visit www.asmglobal.com.

Facility Overview

The Hawaii Convention Center opened to the public in June 1998 and is used for a variety of events, including conventions, trade shows, public shows, meetings, and sporting events. The Hawaii Convention Center offers approximately 350,000 square feet of rentable space, including 51 meeting rooms.

AEG Management HCC, LLC, a part of the ASM Global collection of companies, is the manager of the HCC pursuant to a Contract for Professional Services effective as of January 1, 2014, as may have been amended, with the Hawai'i Tourism Authority ("HTA"), a duly organized authority of the State of Hawai'i (the "State").

For more information on HCC, please visit <https://www.meethawaii.com/convention-center/>

1.4 PROCUREMENT TIMETABLE and SIGNIFICANT DEADLINES

The Timetable and Significant Deadlines set out herein; represents HCC's best estimate of the schedule to be followed in the RFP process. If an activity of the timetable (i.e., Proposal Due Date for Receipt of Proposals) is delayed, the rest of the timetable deadlines may be shifted by the same number of days. HCC will advise Offerors by issuing an addendum to the RFP of any changes to the proposed timetable.

<u>Activity</u>	<u>Scheduled Date</u>
RFP Announcement	Sunday, November 6, 2022
RFP Issue	Monday, November 7, 2022
Register by	Thursday, November 10, 2022
Pre-Proposal Conference (mandatory)	Wednesday, November 16, 2022
Closing Date for Receipt of Questions	Monday, November 21, 2022
HCC's Response to Offeror's Questions	Wednesday, November 23, 2022
Proposal Due Date	Wednesday, November 30, 2022
Best and Final Offers (optional)	December 2022
Contractor Selection/Award of Contract (tentative)	December 2022

1.5 PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference will be held on **Wednesday, November 16, 2022** at **1:00 p.m.** HST at the Hawaii Convention Center. The time and date of the mandatory pre-proposal conference is subject to change. The purpose of the conference is to review HCC's requirements; answer questions pertaining to the RFP; and, provide additional information that may assist in the preparation of proposals. Additionally, floor plans, if necessary, of the Hawaii Convention Center will be provided during the conference as well as an escorted "familiarization tour" of the Hawaii Convention Center for interested Offerors.

Pre-Proposal Conference proceedings will not be formally documented unless changes in the RFP are required. RFP changes will be implemented by issuing an Addendum (to the RFP). Addenda will be provided to all Offerors registered to receive the RFP. The proceedings, at HCC's option, may be audio and/or videotaped by HCC. Attendees cannot audio and/or videotape the proceeding.

Offerors interested in attending the conference should contact the PM/CM. Attendees are to check-in at the HCC Lobby, street level of HCC and await further direction. Costs relating to attendance at the Pre-Proposal Conference/Site Visit shall be the responsibility of the attendee and shall not be reimbursed by HCC.

The conference shall be cancelled at the election of HCC if no or little interest in conference participation is received.

1.6 SUBMISSION OF QUESTIONS

Offerors are encouraged to submit written questions pertaining to the RFP. Impromptu (unwritten questions) are permitted and verbal answers will be provided at the preproposal conference and other occasions but are only intended as general direction and will not represent official HCC position.

Questions must be submitted in writing via email to PM/CM, with a copy to the Contracting Officer. All written questions will receive an official written response from HCC and become addendums to the RFP. The only official position of HCC is that which is stated in writing and issued in the RFP as addenda thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response/statement, and may not be relied upon.

1.7 SOLICITATION REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter must be made in writing and should be received by the Contracting Officer no later than **4:00 p.m. HST on November 21, 2022**. This will allow issuance of any necessary amendments to the RFP. It will also assist in preventing the opening of proposals upon which award may not be made due to a defective solicitation package. Offerors may not raise any issues with the contents of the RFP after Proposals have been submitted.

1.8 RFP AMENDMENTS and ADDENDA

HCC reserves the right to amend the RFP any time prior to the ending date for proposal review/evaluation period. Such changes shall come in the form of amendments or Addenda.

1.9 CANCELLATION OF RFP

The RFP may be unilaterally canceled by HCC at any time if such cancellation is determined by HCC in its sole discretion to be in the best interests of HCC.

1.10 CONDITIONS AND LIMITATIONS

The proposal and any information made a part of the proposal will become part of HCC's official files without obligation on HCC's part to return them to the original Offerors.

This RFP and the selected Offeror's response will, by reference, become part of the formal Contract between HCC and the selected Offeror resulting from this solicitation.

Offerors 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.

1.11 RULES OF CONTACT AND COMMUNICATIONS

Offerors may not contact HCC officials, employees, or representatives (including the PM/CM) concerning this RFP while the solicitation process is in progress, except as expressly required or permitted by these General Instructions, the RFP Documents, or other instruction from HCC or its PM/CM. The solicitation process begins when the RFP is issued and will be completed with the award of the Contract. Any contact determined to be improper, at the sole discretion of HCC, may result in disqualification.

SECTION 2 – SCOPE OF WORK/SPECIFICATIONS

2.1 INTRODUCTION

HCC is seeking proposals to remove and replace the existing floor tile at various location(s) specified elsewhere in this RFP.

2.2 SCOPE OF WORK

This is a turn-key project. All aspects of the renovation of the slate tile, project management, supervision, procurement of materials and equipment, labor, all job-related incidental work, and the securing of all required permits, notifications, and/or inspections, including fees for such permits, notifications, and/or inspections, shall be the sole responsibility of the contractor.

The contractor shall provide all construction services necessary for the execution of this project. Contractor shall, during the pre-bid job walk, inspect the work site, and identify existing conditions that may affect the execution of this scope of work.

Contractor must plan the work accordingly and consider any workarounds, if any, in his/her bid. Existing conditions that may cause delay or additional work in the execution of this scope of work shall neither be considered nor approved as a change order.

2.2.1 Design-Builder will provide the following equipment & personnel:

- a. An On-Site lead person who will be present during the entire project to coordinate with work crews and to report to Cumming & HCC Engineering Management.
- b. All necessary equipment, ladders, tools, products, and materials to complete services.
- c. Clean up of work area and removal of all debris at end of each working day and completion of project.

2.2.2 All PPE and safety equipment required to complete services.

2.2.3 Certifications

- a. Copies of certifications for staff that may be utilizing equipment requiring specialized certifications per Federal Occupational Safety and Health (OSHA) and Hawaii Occupational Safety and Health (HIOSH) regulations.

2.2.4 Preconstruction and Replacement Plan

- a. Provide all on-site investigations as required to inform the construction plan, confirm constructability approach, planning and logistics of the project.
- b. Provide and present to HCC a Renovation Plan, which includes removal and replacement concepts, laydown plan, logistic plan including material and waste handling, and a construction schedule.
- c. Provide a construction schedule that properly plans construction activities and milestones, to ensure coordination, and to expedite the work.
- d. Provide and coordinate all construction activities to minimize HCC's operation impacts and shutdowns periods. Notify and coordinate with HCC all shutdown periods and make-safe all utility shutdowns as required for HCC's approval.

2.2.5 Overview of Scope:

The project requires removal, replacement, and sealing of the slate tile in specific areas. Those areas include but are not limited to the general public areas, concourse, lobby, and foyer. The scope of work includes demolition of existing tile, repair of structural concrete to prepare for new installation, pre-sloping of areas to provide correct path and flow to existing drainage locations, waterproofing and installation of the new slate tile. The scope will also include stripping and sealing of all tiled areas to achieve a uniform finish. The slate tile, grout, and sealant supplies will be provided by HCC. Provide construction services to provide a complete turn-key project.

2.2.6 Scope of Work Detail

- a. Remove, replace, and seal slate tile in specified areas to match existing or as approved by HCC.
- b. HCC will be responsible for providing the slate tile material for the project.
- c. Provide labor, building materials, building supplies, and equipment required to install the slate tile, per the manufacturer's recommendations.
- d. Provide slate tile finish system designed for high-foot traffic and exterior exposed conditions. All tiled surfaces must be stripped and resealed to achieve a uniform finish.
- e. Perform all remedial work and waterproofing requirements.
- f. Provide construction barricades during the construction period. HCC will provide graphics and contractor will provide signage for barricades. All signs require HCC's approval.

2.2.7 Scope of Work – Complete Removal and Replacement Locations

- a. Ala Wai Promenade Third Floor Terrace
- b. Meeting Rooms 328, 327, 326 Balcony

2.2.8 Scope of Work – Selective Removal and Replacement Locations

- a. Main lobby
- b. Third floor concourses
- c. Fourth floor foyer
- d. General public areas

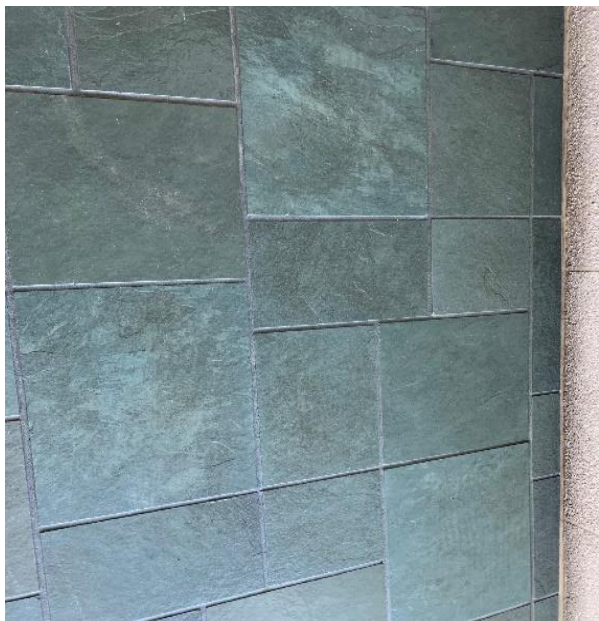
2.2.9 Project Location Plans & Images

a. Not to Scale



SITE VICINITY MAPS EXTENT OF SCOPE
NOT TO SCALE

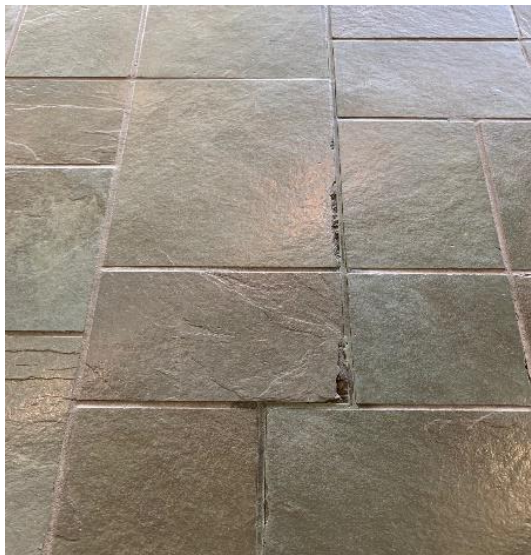
SITE CONDITION PHOTOS
EXISTING GREEN SLATE TILE



3rd Floor Foyer



3rd Floor Foyer



General Public Areas



General Public Areas



3rd Floor lobby



3rd Floor Lobby



3rd Floor Concourse



3rd Floor Concourse

2.3 General

2.3.1 General Requirements

- A. Drawings and general provisions of Contract.
- B. The Contractor shall be responsible for providing the exact function described herein and will be held to the operational criteria. All Bidders must include in their response to this Specification any design limitations or constraints in the performance of their system as bid.
- C. All exceptions to these Specifications and drawings must be made with the Bid submission. In the absence of exceptions, these Specifications and drawings shall be binding on the successful Bidder. Further, in the absence of exceptions, the Contractor is stating that the design and specifications for the system have been examined in detail and the Contractor is prepared to take full responsibility for the performance of the complete installation as specified.
- D. The project will include Construction Services for the slate tile renovation, Hawaii Convention Center ("HCC").
- E. All work shall be scheduled and performed in a manner that will not have a negative impact on events in the facility. Negative impacts include, but are not limited to, noise, odors, dust, vibration, visual impacts, power outages or disruptions, and intrusion of personnel or equipment. Access to certain spaces will not be allowed if such access causes a negative impact on event related operations. As such, work may need to be scheduled around the events in progress. Contractor may work days, evenings, and/or weekends to schedule the work around event operations, and no overtime will be allowed, bidder shall provide an initial schedule / timeline from pre-con to post con and close out with the bid.
- F. Care should be exercised when performing work in the facility. Any damage to building structure, systems, equipment, and/or furnishings caused by the contractor shall be repaired and/or remedied to the satisfaction of HCC representative by the contractor without cost to HCC.
- G. Work site shall be maintained in broom-clean condition at the end of each shift. All construction debris, old equipment and/or parts awaiting disposal, and/or tools and equipment shall be stowed in a manner so as not to pose a safety hazard to employees and the public; and as to not impact HCC event activity.
- H. Contractor shall be responsible for any demolition work that might be necessary to accomplish the work.
- I. Contractor shall properly recycle and dispose of the construction demolition materials. The quantity/weight of all recycled materials shall be tracked and submitted to HCC upon the completion of the project.
- J. Final job walk shall be conducted with Cumming and HCC representative and punch list items, if any, shall be completed and all closed out documents received before final payment is made.

- K. Along with the bids, the contractor shall submit a Project Outline & schedule that includes, but is not limited to, project milestones (design work, major project tasks, testing/commissioning), along with estimated duration time frames for those milestones, and total project duration for the work required to complete this project.
- L. The Contractor shall be responsible for providing the exact function described herein and will be held to the operational criteria. All Bidders must include in their response to this Specification any design limitations or constraints in the performance of their system as bid.

2.4 Principal Work in This Section

2.4.1 The Work includes the supply and installation of all components, specified or not, for replacing the slate tile in designated areas set forth by HCC.

2.4.2 The Work also includes, all work as defined in the Overview of Scope above, and includes but is not limited to:

- a. Remove, replace, and seal slate tile in specified areas to match existing or as approved by HCC.
- b. Provide construction services to provide a complete turn-key project to replace the existing slate tile in designated areas.
- c. HCC will provide the slate tile material for the project.
- d. Provide all labor, materials, supplies, and equipment required to install the slate tile, per the manufacturer's recommendations.
- e. Provide slate tile finish system designed for high-foot traffic and exterior exposed conditions.
- f. Perform all remedial work and waterproofing.
- g. Provide construction barricades during the construction period. HCC will provide graphics and contractor will provide signage for barricades. All signs require HCC's approval.
- h. Provide all temporary utilities as required to continuously support and maintain all existing utilities during the execution of the work
- i. Licensing, certificates & permits as applicable
- j. Client maintenance training.

2.5 Quality Assurance

2.5.1 All equipment provided by Contractor should meet specifications listed herein.

2.5.2 Contractor shall obtain instructions & training for installation from manufacturer of each product.

2.6 Submittal

2.6.1 General

- A. Do not commence work that requires review of any submittals until receipt of returned submittals with appropriate final action.
- B. Do not submit substitute items that have not been approved.

- C. Do not include requests for substitution (either direct or indirect) on submittals.
- D. Submittals which deviate from the procedures outlined herein will be rejected in total without review. No allowance or extension of project time will be considered due to lost time associated with procedural deviation.

2.6.2 Coordination of Submittals

- A. Coordinate preparation and processing of submittals with performance of the work. Coordinate each separate submittal with other submittals and related activities that require sequential performance.
- B. Coordinate the submittal of different units of interrelated work so that no submittal will be delayed by the Construction Manager's/Project Manager's, and HCC's review of a related submittal.

2.6.3 Pre-Construction

- A. Provide field investigation of all existing conditions.
- B. Incorporate and coordinate field investigations with CM/PM/HCC to properly inform the repair plan and constructability of the project.
- C. Report findings and recommendations based on field investigations and surveys.
- D. Product cut sheets for all products and materials.
- E. Recommended application and installation methods.
- F. Complete shop drawings of all work as required by the technical specifications.
- G. Elevations and detailing plans.
- H. Operating instructions.
- I. Post Construction
 - a. Record Documents including As-Built Documents.
 - b. All preconstruction shop drawings updated to as-build condition.
 - c. Product cut sheets for all equipment used.
 - d. Operating manuals.
 - e. Warranty information, for all materials should be provided with duration of warranty period stated.

2.7 Approvals

- 2.7.1 Obtain all necessary approvals and permits from Authorities Having Jurisdiction (AHJ) for all materials to be supplied, methods of installation and system operations, as required herein and by the AHJ, it is noted that the design-builder will pay for all permit fees, but contractor is required to process permit applications.
- 2.7.2 The entire installation, including materials and equipment shall meet or exceed the minimum standards and requirements of the following:
 - A. All applicable codes and editions as identified by the City and County of Honolulu, Department of Planning and Permitting (DPP).
 - B. Underwriters' Laboratories, Inc. listing service.
 - C. NFPA 72 and National Fire Codes.
 - D. NSPC – National Standard Plumbing Code.
 - E. Codes as accepted and/or modified by the local Authorities:
 - a. National Electrical Code.
 - b. American Disabilities Act (ADA).
 - c. Underwriters' laboratories, UL 1971 for Hearing Impaired.

2.8 EXECUTION SCOPE OF WORK

2.8.1 Installation

- A. Contractor shall execute the work in accordance with the approved Contract Documents, including the Drawings and Technical Specifications and in compliance with all the Standards listed therein.
- B. Contractor must schedule work according to available dates outlined in HCC Event Schedule in Appendix A.
- C. Coordinate the review and approval of all outstanding Punchlist Items with design professional and the HCC.

2.8.2 Demonstration and Training

- A. In-house maintenance. Provide competent, factory authorized personnel to instruct and train HCC maintenance personnel concerning the location, operation and troubleshooting of the installed systems. The instruction shall be scheduled in coordination with HCC's Representative after submission and approval of formal training plans.
- B. Also provide cost for annual maintenance by manufacturer if required by the warranty.
- C. Vendor shall supply two (2) printed sets and two (2) electronic copies of an Operations Manual & plans for the system.

2.8.3 Certification

- A. Contractor shall include a letter of certification from the manufacturer with their submittal.

2.8.4 Testing

- A. After work is completed, and prior to requesting the Acceptance Test, Contractor shall conduct a final inspection and pre-test all equipment and system features. Contractor shall correct any deficiencies discovered as the result of the inspection and pre-test.
- B. Contractor shall submit a request for the Acceptance Test in writing to HCC using an approved HCC form, a copy of which will be provided.
 - a. This request shall be submitted to HCC no less than 7 days prior to the requested test date.
 - b. The request for Acceptance Test shall constitute a certification from Contractor that all work is complete and in compliance with the Contract Documents, Manufacturer installation specifications, that all systems have been tested, and all corrections have been made.
 - c. Acceptance Test shall be scheduled based on HCC's availability.
 - d. Contractor shall provide the services of no fewer than 2 technicians to perform the Acceptance Test.
 - a. Technicians performing the Acceptance Test shall have been involved in the installation of this project and shall be thoroughly familiar with all aspects of the work.
 - b. Technicians shall be equipped with portable two-way radios or cell phones for use during the test.
 - e. Contractor shall provide all ladders, tools, test equipment, and other facilities needed to accomplish the Acceptance Test.
 - f. During Acceptance Test, Contractor shall demonstrate all equipment and system features to HCC.
 - a. Contractor shall fully cooperate with the HCC and provide assistance with the inspection and test.

2.9 WAGE RATES AND OTHER FEES

2.9.1 Design-Builder shall pay prevailing wage rates as required by Hawaii State law for all personnel working on State Public Works Projects and who perform work on this project. Fully loaded rates will include all wages, benefits, and other overhead loadings.

2.9.2 Design-Builder shall provide information on mark-up percentages on parts and materials, subcontracts, etc. as required by this RFP or if requested.

2.9.3 Design-Builder shall include all taxes and fees in the pricing proposal.

2.10 INSURANCE

The successful Offeror shall be required to obtain and maintain in force at all times during the term of the agreement insurance coverage as provided in the anticipated Contract document, which is provided as Appendix B. The successful Offeror shall be solely responsible for the cost of insurance. Such coverage shall be obtained from an insurance company licensed and authorized to do business in the State of Hawaii. Evidence of coverage shall be provided to HCC before any contract for this project is executed.

2.11 BONDING

The successful Offeror shall be required to obtain and maintain in force at all times during the term of the project performance and payment bonds as provided in the anticipated Contract, which is provided as Appendix C. The successful Offeror shall be solely responsible for the cost of bonds. The bonds shall be obtained from an approved bonding company that is licensed and authorized to do business in the State of Hawaii. Evidence of both the performance and payment bonds shall be provided to HCC before any contract for this project is executed.

2.12 MISCELLANEOUS REQUIREMENTS

- 2.12.1 Design-Builder shall keep and maintain all of its work areas at the Project site in a neat and orderly fashion and free from obstacles and debris. Design-Builder shall be responsible for removing all debris from the property.
- 2.12.2 Design-Builder shall comply with all federal, state, and local laws, regulations, and ordinances, including occupational safety and health standards applicable to the performance of the service specified.
- 2.12.3 Design-Builder shall be afforded reasonable access to all necessary systems, equipment and areas when required to perform the services specified, subject to reasonable security restrictions as directed by HCC or its PM/CM. Design-Builder shall not be responsible for any equipment malfunction, injuries, or damages of any nature due to an unreasonable prevention or denial of access to perform services.
- 2.12.4 Design-Builder shall pass on to HCC the benefit of any warranties or guarantees of all manufacturers, suppliers and subcontractor providing labor and/or materials in connection with the services.
- 2.12.5 Design-Builder shall maintain competent and sufficient staff assigned to the Project to perform the services specified. All Design-Builder employees assigned to the Project shall maintain a neat and professional appearance at all times while performing the services. If possible, Design-Builder's employees shall wear properly identified company uniforms at all times consisting of shirts with sleeves, long pants, and appropriate shoes. Design-Builder's employees shall be fully and properly clothed at all times while performing the duties set forth.

- 2.12.6 Design-Builder shall cooperate with HCC in obtaining and maintaining appropriate and necessary security clearances, if needed, for its employees in connection with the performance of the services.
- 2.12.7 The Design-Builder is not permitted to store materials and/or equipment on HCC's property during non-working days. The Design-Builder will be required to have their own workplace not located on HCC's property. Upon award, HCC may grant the Design-Builder with a workplace.
- 2.12.8 The Design-Builder shall be solely responsible for the satisfactory completion and quality of all work performed as determined by HCC.
- 2.12.9 ALL work, services, or products developed must comply with ALL applicable City and County, State, and Federal rules, regulations, codes, and guidelines.
- 2.12.10 HCC shall hold the Design-Builder liable for all the acts of its employees.
- 2.12.11 Design-Builder shall ensure compliance with the "Policies and Procedures for Design-Builder Employees on Premises" provided as Appendix E.
- 2.12.12 Design-Builder agrees to remove any of its employees from the premises upon written request by HCC.
- 2.12.13 Once the contract is awarded, the Design-Builder shall communicate directly with HCC's PM/CM regarding to performing the Scope of Work, and Design-Builder shall cooperate fully with the PM/CM in every way.
- 2.12.14 Should a disagreement arise between the Design-Builder and HCC or the PM/CM in regard to work performance of specific service requirements within the contract specifications, the directives of HCC and the PM/CM shall prevail. Design-Builder's failure to comply with HCC's or the PM/CM's directives shall be deemed cause for corrective action and subject to contractual remedies.
- 2.12.15 Should the Design-Builder discover any discrepancy in the specifications, the Design-Builder shall immediately notify the PM/CM before proceeding any further with the work, otherwise, the Design-Builder will be held responsible for any cost involved in correction of work placed due to such discrepancy.
- 2.12.16 If any work is not in full compliance with these Specifications, the Design-Builder shall make all necessary corrections to the full satisfaction of HCC and/or the PM/CM and at no additional cost to HCC. The Design-Builder shall perform corrective work within the period allowed by the Contract Documents or the PM/CM.
- 2.12.17 The Design-Builder shall immediately remedy any defects caused by negligence of the Design-Builder or its employees. The Design-Builder shall exercise care and shall provide all necessary protection to prevent injury and/or damage.
- 2.12.18 The Design-Builder 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.

2.12.19 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 Design-Builder shall carefully read and strictly comply with its requirements.

2.12.20 All employees will be required to carry a Design-Builder issued, picture ID which will be required to be worn at all times while working at the Hawaii Convention Center. Design-Builder is to provide each employee with a plastic sleeve with clip to hold the ID.

2.13 MANDATORY CLEARANCES

All Design-Builder's employees providing service on this Project shall pass drug tests and security background checks completed before they are allowed to work on the property.

2.14 INSPECTIONS

HCC and/or its PM/CM shall be allowed to monitor the Design-Builder's job performance at any time. HCC and/or its PM/CM may require the Design-Builder to accompany its designated representative in conducting evaluations.

2.15 REMOVAL OF EMPLOYEES

HCC reserves the right to ask the Design-Builder to remove and replace any employee who conducts himself or herself in a manner detrimental to the operation of the Hawaii Convention Center. Such conduct would include, but is not limited to, inappropriate behavior toward clients or staff of HCC, consuming alcoholic beverages on the premises, and unauthorized or illegal activity.

2.16 FORM OF CONTRACT and PRECEDENCE OF DOCUMENTS

A sample form of the Contract for this project is provided as Appendix B. The order of precedence for the Contract Documents shall be as follows: (1) Contract, (2) Contract Appendix A: Payment Bond and Appendix B: Performance Bond, (3) Special Conditions, (4) General Conditions, (4) this RFP, including all addenda, attachments, appendices, and amendments, and (5) the Design-Builder's Proposal, including the BAFO if required and/or submitted.

2.17 GENERAL TERMS AND CONDITIONS

At all times, the Design-Builder shall comply with the General Terms and Conditions provided herein as Exhibit C to Appendix C.

2.18 SPECIAL CONDITIONS

At all times, the Design-Builder shall comply with the Special Conditions provided herein as Exhibit D to Appendix C. Note that the Special Conditions amend, replace, and add to the terms within the Contract and the General Conditions.

2.19 HCC HEALTH AND SAFETY PROCEDURES

The Design-Builder is responsible for providing adequate orientation, supervision and training of all employees working at the Hawaii Convention Center. All Design-Builder's employees must be familiar with the layout of the Hawaii Convention Center and comply with Appendix E – Hawaii Convention Center Health and Safety Procedures.

Please reference HCC's Health & Safety Protocols and Guidelines for the latest COVID-19 updates and requirements for entry,
<https://blog.hawaiiconvention.com/reopening-protocols-and-guidelines/>

2.20 RENTAL EQUIPMENT

HCC rents certain equipment that its Design-Builder may utilize in the Design-Builder's services. In such instances, the Agreement for Rental of Equipment (Without Operator) form, provided herein as Appendix F, will be utilized.

SECTION 3 – PROPOSAL SUBMITTAL REQUIREMENTS

3.1 INTRODUCTION

One of the objectives of the RFP is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposal. When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the requirements described in this RFP.

3.2 PROPOSAL PREPARATION

Each Proposal must include a completed Rate Card found in Appendix D (the "Proposal Form and Rate Card"). Offerors shall submit all data and information specified/requested in this SECTION to qualify its proposal for evaluation and consideration for award. Non-compliance may be deemed sufficient cause for disqualification of the Proposal.

3.3 DISQUALIFICATION OF PROPOSALS

HCC reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in the RFP and which demonstrate an understanding of the scope of services. **Any proposal offering any other set of terms and conditions contradictory to those included in the RFP may be disqualified without further notice.** HCC reserves the right to ask for clarification of any item in the proposal.

An Offeror will be disqualified, and the proposal automatically rejected for anyone or more of the following reasons:

Proof of collusion among Offerors, in which case all proposals involved in the collusive action will be rejected.

The Offeror's lack of responsibility and cooperation as shown by past work or services.

The proposal shows any noncompliance with applicable law.

The proposal is conditional, incomplete, or irregular in such a way as to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.

3.4 SUBMISSION OF PROPOSALS

Each Offeror may submit only one (1) written proposal, addressed to the Contracting Officer via email to the PM/CM with copy to the Contracting Officer no later than **4:00 p.m. HST on Wednesday, November 30, 2022**, the "Proposal Due Date", identified in paragraph 1.4 of SECTION 1. **Proposals received after this time/date may be rejected.**

3.5 PUBLIC INSPECTION

Proposals shall not be opened publicly but shall be opened in the presence of two or more HCC officials. The register of proposals and Offeror's proposals shall only be provided to the public pursuant to a valid request made pursuant to the Hawaii Uniform Information Practices Act, chapter 92F of the Hawaii Revised Statutes ("UIPA") to the Hawaii Tourism Authority. Such requests can only be made after an awarded contract has been executed by HCC and the selected Offeror.

Offerors shall request in writing nondisclosure of designated trade secrets or other proprietary data to be confidential. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. HCC cannot guarantee that designated data will be kept confidential. The proposals are subject to disclosure rules set forth in the UIPA and as indicated above. The Offeror bears the burden of establishing that the designated data is exempted from the disclosure requirements set forth in the UIPA.

All proposals and other material submitted by Offerors become the property of HCC and may be returned only at HCC's option.

3.6 FLOOR TILE DEMOLITION AND REPAIRS PROJECT PROPOSAL

The floor tile demolition and repair proposal shall include the following categories:

COVER LETTER

SUMMARY OF PROPOSAL

BACKGROUND, QUALIFICATIONS AND EXPERIENCE

PERSONNEL ORGANIZATION AND STAFFING

LIST OF SUBCONTRACTORS AND SUPPLIERS

EQUIPMENT AND INSTALLATION PLAN

IMPLEMENTATION AND TRAINING PLAN

PRICE SUBMITTAL FORM – RATE CARD

OFFEROR'S CERTIFICATE OF VENDOR COMPLIANCE via Hawai'i Compliance Express (<http://endors.ehawaii.gov>)

3.6.1 PROPOSAL COVER LETTER

The proposal cover letter must be on the Offeror's official business letterhead; signed by an individual authorized to legally bind the Offeror. If the Offeror is a corporation, the cover letter must be signed by an authorized officer of the corporation. Authorized representatives must show proof of their authority to bind the Offeror.

3.6.2 SUMMARY OF PROPOSAL

Clearly, concisely and briefly summarize and highlight the contents of the proposal in such a way to provide HCC with a broad understanding and aspects of the proposal.

3.6.3 BACKGROUND, QUALIFICATIONS AND EXPERIENCE

Provide explicit details on Design-Builder's background, qualifications and experience relative to performing requirements set forth in the "Scope of Services", including but not limited to:

- A. Background of the Design-Builder, i.e. services offered, size, resources, years in business, location, State of Hawaii presence, State of incorporation, etc.
- B. Brief description of Design-Builder's qualifications to perform "Scope of Services" requirements.
- C. List relevant similar installations undertaken within the past five (5) years, indicating at a minimum: manager, manager's representative, project name, and type of operations and equipment installed.
- D. Describe your safety record over the past five (5) years.
- E. A reference from a financial institution (name, title and telephone number).
- F. Three (3) references who can be contacted and provide name, title, organization, phone number, e-mail address.

3.6.4 PERSONNEL ORGANIZATION AND STAFFING

Provide explicit details on the Design-Builder's personnel organization and staffing relative to performing requirements set forth in the "Scope of Services", including but not limited to:

- A. Design-Builder's Managerial organizational chart and resumes of key positions and their respective role for this project if any.
- B. List key personnel who will be assigned to this project and indicate their role and their operations and maintenance experience for the past five (5) years.

3.6.5 LIST OF SUBCONTRACTOR AND SUPPLIERS

Offeror must submit a list of all subcontractor and suppliers that it will utilize for the project. For each subcontractor list, Offeror must indicate the scope of work to be performed by the listed subcontractor and whether a license is needed for the work. If a license is required, the Offeror must indicate that the subcontractor possesses the requisite license and is in good standing. For each supplier of key equipment, the Offeror must provide the name and address for the supplier and the equipment the supplier is providing for the project.

3.6.6 EQUIPMENT AND INSTALLATION PLAN

Offeror must submit a proposed Equipment List and Installation Plan for the Hawaii Convention Center which includes, at a minimum, a comprehensive description of the plan which will be utilized to comply with the Scope of Services required by the RFP.

3.6.7 COST PROPOSAL

Offeror must prepare and submit an all-inclusive cost proposal for the proposed equipment, the installation of the equipment and completion of the Scope of Work required by the RFP. A summary of all costs shall be in a form, referenced in Appendix D.

3.6.8 OFFEROR'S COVC

Provide a current Certificate of Vendor Compliance via Hawai'i Compliance Express (<http://vendors.ehawaii.gov>) issued by the State of Hawai'i.

3.7 DESIGN-BUILDER'S LICENSE

If a Hawai'i Contractor's license or any other license is required by law for the performance of the work which is called for in this RFP, the Offeror and all subcontractors MUST have the required license, and the license shall be in good standing, before commencement of work on this contract.

3.8 CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of a proposal in response to this RFP, the Offeror certifies as follows:

- A. The costs in this RFP have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such costs with any other Offeror.
- B. Unless otherwise required by law, the costs which have been quoted in this RFP have not been knowingly disclosed by the Offeror prior to award, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.
- C. No other attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

3.9 MODIFICATION OR WITHDRAWAL OF PROPOSALS

A modification of a proposal already received will be accepted by HCC only if the modification is received prior to the proposal due date. All modifications shall be made in writing and executed and submitted in the same form and manner as the original proposal.

An Offeror may withdraw a proposal already received prior to the due date by submitting to HCC a written request for withdrawal executed by the Offeror's authorized representative. The withdrawal of a proposal does not prejudice the right of an Offeror to submit another proposal within the time set for receipt of proposals.

SECTION 4 – EVALUATIONS

4.1 INTRODUCTION

Evaluation of proposals will be conducted comprehensively, fairly, and impartially. A quantitative scoring system will be utilized to maximize the objectivity of the evaluation.

4.2 PROPOSAL EVALUATION COMMITTEE

An evaluation committee will be selected by HCC to perform all evaluation requirements. The committee will be composed of individuals with knowledge of the requirements identified in the RFP. HCC reserves the right to request information (from Offerors) to clarify Offeror's proposal.

4.3 EVALUATION PHASES

Evaluation phases will be conducted as follows:

Phase 1 Initial Proposal Evaluation
Phase 2 Establishment of Priority-List of Offerors **(optional)**
Phase 3 Discussions with Offerors/Presentations **(optional)**
Phase 4 Best and Final Offers **(optional)**
Phase 5 BAFO Evaluation, if necessary
Phase 6 Recommendation for Contract Award

4.3.1 INITIAL PROPOSAL EVALUATION

HCC and the PM/CM shall conduct an initial review of Offeror's proposal. The review will determine if Offeror adequately addressed the "Scope of Services" requirements, and if the proposal contains all the requirements of this RFP. The initial review will also determine if discussions with the Offerors is necessary. Evaluation of the proposals will be conducted using the evaluation criteria and weight percentages in paragraph 4.4 and, the scoring system in paragraph 4.5.

4.3.2 ESTABLISHMENT OF PRIORITY-LIST OF OFFERORS **(optional)**

The evaluation committee shall rank order Offerors by evaluating and scoring the proposals using the value weight percentages and the evaluation criteria and scoring system in paragraphs 4.4 and 4.5. A priority-list of acceptable Offerors shall be established and limited to no more than the three (3) Offerors, who received the highest scores for their proposals.

4.3.3 DISCUSSIONS WITH OFFERORS **(optional)**

HCC and the PM/CM may require presentations and/or conduct discussions with Offerors regarding the Offeror's proposals. Offeror's proposal may be accepted without discussions.

4.3.4 BEST AND FINAL OFFERS (optional)

Offerors may be requested to submit a "Best and Final" offer ("BAFO"). The BAFO's shall be evaluated and Offeror's proposal "ranking" adjusted accordingly. If a BAFO offer is requested but not submitted, the previous submittal shall be construed as the Offeror's BAFO.

4.3.5 EVALUATION OF BEST AND FINAL OFFERS (if necessary)

If Offerors are requested to submit a BAFO, the BAFO offers shall be evaluated pursuant to the evaluation criteria and scoring system in paragraph 4.4.

HCC may schedule and conduct interviews with individual Offerors to better understand and evaluate the Offeror's proposal. HCC reserves the right that all offerors submitting a proposal may not be interviewed.

4.3.6 RECOMMENDATION FOR CONTRACT AWARD

The Evaluation Committee shall prepare a report summarizing proposal evaluation findings/rankings and provide recommendation for award of contract.

4.4 EVALUATION CRITERIA AND VALUE WEIGHT PERCENTAGES

<u>Evaluation Criteria</u>	<u>Value/Weight</u>
Offeror's Background, Qualification, Experience, and References	15%
Offeror's Personnel Organization and Staffing	10%
Offeror's Installation Plan	35%
Offeror's Cost Proposal	40%

4.5 EVALUATION SCORING SYSTEM

The evaluation categories are assigned a value weight percentage, as determined by HCC, totaling 100%. Each category will be rated between one (1) and five (5), with five (5) being the highest (the best rating) by each member of the evaluation committee. The Offeror's total score (see **note** below) will be determined by: a) multiplying the assigned weight value of each category by the numerical rating provided by the evaluation committee member to determine the score for each category; b) totaling the score for all categories of each evaluation committee member; and c) totaling the score of all evaluators.

Note: In determining the total score, the Offeror's cost proposal will be based on total cost and overall value. The lowest costs will receive the highest available rating allocated to costs where the services, products and materials are of equal value. However, scoring may be affected where the value of the offerings vary among the respective proposals.

SECTION 5 – AWARD OF CONTRACT

5.1 AWARD OF CONTRACT

Award of the contract shall be made to the most responsible and responsive Offeror whose proposal is judged/determined, by the Evaluation Committee, to be the most advantageous to the Hawaii Convention Center, considering all evaluation reviews and results.

5.2 CONTRACT AWARD NOTIFICATION

The Contracting Officer will inform the successful Offeror of contract award selection within 48 hours of confirmation. Additionally, an official "contract award notification letter" will be executed by HCC and provided at the earliest date.

5.3 CONTRACT EXECUTION REQUIREMENTS

5.3.1 AGREEMENT (CONTRACT) DOCUMENTS

The Contract shall be executed by HCC and the successful Offeror ("Design-Builder"). This document will serve as the official and legal contractual instrument between both parties. This document will incorporate (by attachments or reference) the RFP, with any and all addendums; the General Conditions and Special Conditions; and the Offeror's accepted proposal, with any and all addendums/changes/negotiated agreements/etc.; all of which together will constitute the "Contract Documents".

A sample of the anticipated Contract is attached hereto as Appendix B. **Do not complete or execute the "sample" contract.**

5.3.2 PROOF OF REQUIRED PERMITS

If permits are required for completion of the subject Project, the successful Offeror must obtain and submit to HCC's Contracting Officer Proof of all required permits ("Proof of Required Permits"). The Proof of Required Permits shall be submitted to HCC's Contracting Officer as soon as possible after the successful Offeror is notified of selection. In any event, no work that requires a permit may be started until Proof of Required Permits is submitted to HCC.

5.3.3 GENERAL CONDITIONS

The General Conditions are attached hereto as Exhibit C to Appendix C and shall be part of the Contract Documents.

5.3.4 SPECIAL CONDITIONS

The Special Conditions are attached as Exhibit D to Appendix C and shall be part of the Contract Documents.

5.3.5 CERTIFICATES REQUIRED BY HRS § 103D-310(c)

Pursuant to HRS § 201B, this RFP is subject to Part III of Chapter 103D of the Hawaii Public Procurement Code, Hawaii Revised Statutes. Accordingly, the successful Offeror shall, within three (3) business days of notification of contract award, furnish proof of compliance with the requirements of HRS § 103D-310(c) including the following:

- A. Chapter 237, tax clearance;
- B. Chapter 383, unemployment insurance;
- C. Chapter 386, workers' compensation;
- D. Chapter 392, temporary disability insurance;
- E. Chapter 393, prepaid health care; and
- F. One of the following:
 - a. Registered and incorporated or organized under the laws of the State, hereinafter referred to as a "Hawaii business"; or
 - b. Registered to do business in the State, hereinafter referred to as a "compliant non-Hawaii business".

Offerors may choose to use the Hawaii Compliance Express ("HCE"), which allows businesses to register online (<http://vendors.ehawaii.gov>) to acquire a single, printable electronic "Certificate of Vendor Compliance." The HCE provides current compliance status as of the certificate issuance date. The "Certificate of Vendor Compliance," indicating that the Offeror's status is compliant with the requirements of HRS Section 103D-310(c), will be accepted for both contracting purposes and final payment.

5.3.6 CONTRACT EXECUTION

Subsequent to contract award, HCC will present the contract to the successful Offeror for execution. The successful Offeror shall return the signed contract within ten (10) calendar days from the date upon which the contract was presented for signature by HCC, or within such time as HCC shall otherwise allow. The signed contract shall be returned to the Contracting Officer.

The successful Offeror shall provide evidence of the required insurance coverages and bonds when returning the signed contract to HCC.

5.4 CONTRACT COMMENCEMENT DATE

Upon completion of contract execution, a **"Notice to Proceed"** letter will be provided the Design-Builder specifying the "Commencement" (start work) date of the contract. No work is to be undertaken by the Design-Builder prior to the commencement date specified in the Notice to Proceed letter. HCC is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Design-Builder prior to the official, notice to proceed "Commencement" date.

5.5 PROTESTS

Proposal protests, as described in Chapter 7 of HRS 103D, will not be considered by HCC. Offeror(s) may object to an award to another Offeror by sending the Contracting Officer a written objection letter which contains the basis of the objection. The written objection letter must be received by the Contracting Officer within Five (5) business days after the notice of award is sent to all Offerors. The objection will be reviewed by the Chief Procurement Officer ("CPO") for the HCC, and a written decision will be issued in response to the written objection letter within ten (10) business days. The decision of the CPO is final and binding on the Offeror objecting to the award.

5.6 ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a proposal, an Offeror expressly agrees to all of the terms, conditions, provisions, and requirements set forth in this RFP, the contract, the General Conditions, and the Special Conditions.

APPENDIX A

HCC EVENT SCHEDULE TEMPLATE

Slate Tile Replacement for Hawai'i Convention Center

HCC Event Schedule - Subject to Change

# CALENDAR DAYS	DAY OF WEEK	DATE			AM	AM-PM	PM	NOTES
					8:00am	8:00am	4:00pm	
					4:00pm	8:00pm	8:00pm	
	Sunday	1	January	2023				
	Monday	2	January	2023				
	Tuesday	3	January	2023				
	Wednesday	4	January	2023				
	Thursday	5	January	2023				
	Friday	6	January	2023				
	Saturday	7	January	2023				
	Sunday	8	January	2023				
	Monday	9	January	2023				
	Tuesday	10	January	2023				
	Wednesday	11	January	2023				
	Thursday	12	January	2023				
	Friday	13	January	2023				
	Saturday	14	January	2023				
	Sunday	15	January	2023				
	Monday	16	January	2023				
	Tuesday	17	January	2023				
	Wednesday	18	January	2023				
	Thursday	19	January	2023				
	Friday	20	January	2023				
	Saturday	21	January	2023				
	Sunday	22	January	2023				
	Monday	23	January	2023				
	Tuesday	24	January	2023				
	Wednesday	25	January	2023				
	Thursday	26	January	2023				
	Friday	27	January	2023				
	Saturday	28	January	2023				
	Sunday	29	January	2023				
	Monday	30	January	2023				
	Tuesday	31	January	2023				
	Wednesday	1	February	2023				
	Thursday	2	February	2023				
	Friday	3	February	2023				
	Saturday	4	February	2023				
	Sunday	5	February	2023				
	Monday	6	February	2023				
	Tuesday	7	February	2023				
	Wednesday	8	February	2023				
	Thursday	9	February	2023				
	Friday	10	February	2023				
	Saturday	11	February	2023				
	Sunday	12	February	2023				
	Monday	13	February	2023				

	Tuesday	14	February	2023				
	Wednesday	15	February	2023				
	Thursday	16	February	2023				
	Friday	17	February	2023				
	Saturday	18	February	2023				
	Sunday	19	February	2023				
	Monday	20	February	2023				
	Tuesday	21	February	2023				
	Wednesday	22	February	2023				
	Thursday	23	February	2023				
	Friday	24	February	2023				
	Saturday	25	February	2023				
	Sunday	26	February	2023				
	Monday	27	February	2023				
	Tuesday	28	February	2023				
	Wednesday	1	March	2023				
	Thursday	2	March	2023				
	Friday	3	March	2023				
	Saturday	4	March	2023				
	Sunday	5	March	2023				
	Monday	6	March	2023				
	Tuesday	7	March	2023				
	Wednesday	8	March	2023				
	Thursday	9	March	2023				
	Friday	10	March	2023				
	Saturday	11	March	2023				
	Sunday	12	March	2023				
	Monday	13	March	2023				
	Tuesday	14	March	2023				
	Wednesday	15	March	2023				
	Thursday	16	March	2023				
	Friday	17	March	2023				
	Saturday	18	March	2023				
	Sunday	19	March	2023				
	Monday	20	March	2023				
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	Thursday	23	March	2023				
	Friday	24	March	2023				
	Saturday	25	March	2023				
	Sunday	26	March	2023				
	Monday	27	March	2023				
	Tuesday	28	March	2023				
	Wednesday	29	March	2023				

APPENDIX B

**AIA DOCUMENT A105 – 2017 STANDARD FORM OF AGREEMENT BETWEEN MANAGER
AND CONTRACTOR**

APPENDIX C

Exhibit A: AIA Document A312 – 2010, Appendix A: Payment Bond

Exhibit B: AIA Document A312 – 2010, 2014, Appendix B: Performance Bond

Exhibit C: Special Conditions

Exhibit D: General Conditions

APPENDIX D

RATE CARD / PROPOSAL FORM

APPENDIX E

HAWAII CONVENTION CENTER – HEALTH & SAFETY PROCEDURES

HAWAII CONVENTION CENTER

HEALTH & SAFETY PROCEDURES – SECTION 1 – CONTRACTOR POLICY

OVERVIEW:

Provide contractors of the Hawaii Convention Center (“HCC” or Facility) with the HCC/AEG Management HCC, LLC (“AEG”) rules, regulations and requirements when working at the Facility.

POLICY:

The policy of HCC/AEG is to provide a safe and secure environment for our clients, guests, visitors, contractors and employees.

PROCEDURE:

All contractors and sub-contractors are expected to abide to all HCC/AEG policies as listed:

- I. Health, Safety, and Environment
- II. Access to Facility
- III. Equipment Safety
- IV. Hazardous Work and Materials
- V. Special Requirements
- VI. General Do's and Don't's

I. HEALTH, SAFETY AND ENVIRONMENT

A. Compliance

The Contractor, their employees and agents will comply with all relevant statutory and HCC/AEG's regulations pertaining to health, safety and environmental protection.

The Contractor shall ensure that all materials and equipment used in the project comply with all relevant regulations and statutory requirements of HCC/AEG, the Government, local and other authorities with jurisdiction for occupational safety and health. All equipment requiring certification by authorizing agencies will be certified before brought onto Facility premises.

B. Responsibilities

The Contractor is wholly responsible for the safety and safe working practices of its employees and agents. The Contractor will ensure their staff is trained on the equipment required for the job, safety precautions and safe working practices before the job commences. HCC/AEG has the right to request the Contractor to provide certification, licensing or credentialing that is required by government regulation.

The Contractor shall report to HCC/AEG (Security Department) any incident or accident occurring, which involves any employee or agent of the Contractor. In cases of injuries or non-injuries incidents judged to be serious by HCC/AEG, the Contractor will carry out a full investigation without additional cost to HCC/AEG. A detailed report is submitted to HCC/AEG within three (3) working days, stating events relating to the incident or accident: the primary and contributory causes, conclusions and recommendations to prevent reoccurrence.

The Contractor affirms that it has a written safety policy which is comparable to the HCC/AEG Safety Policy. The written safety policy is acknowledged, supported and endorsed by HCC/AEG management. The Contractor further affirms that its safety policy has been disseminated and Contractor employees and agents have been trained and signed off as completed.

The Contractor's safety policy will include a description of the Contractor's safety organization, procedures and methods of communication to and from its employees and agents.

Contractors, their subcontractors, suppliers and delivery vendors to all have appropriate and active Insurance Certificates and personal Medical Coverage for all employees or representatives.

C. Health and Safety Site Control

The Contractor will permit HCC/AEG access to any equipment, personnel, materials and records involved in any job on the work site at HCC/AEG to enable HCC/AEG to:

1. Ensure the Contractor complies with all provisions presented herewith.
2. Ensure the Contractor is carrying out its responsibility under its Safety Policy.
3. Ensure the Safety Policy of the Contractor complies with all provisions presented.
4. Conduct, if required, independent investigations into an incident arising out of/or in connection with the job performance.

The Contractor must appoint a responsible person to coordinate and ensure all safety measures are followed. This person is to be present at the project site at all times.

A fully supplied first aid kit must be provided by the Contractor and kept at the work site.

All electrical equipment is to be properly wired, grounded with correct fitting plugs. Items inoperable or hazardous must be handled under the lockout tag out guidelines.

All working areas must be cleaned and debris removed from the Facility premises on a daily basis at the end of each day.

All work areas are to be properly secured prior to departure at the end of a day.

D. Violation of Health and Safety Regulation

If the Contractor is performing the job in an unsafe manner, or if its equipment requires modification to meet statutory or HCC/AEG safety standards, **HCC/AEG reserves the right to immediately suspend all or part of the job.**

The suspension notice shall include reasons for HCC/AEG issuing such notice and will outline the steps required to be taken by the Contractor to rectify the hazard.

The Contractor shall be considered inoperable of its obligations under this situation until the unsafe working condition hazard is remedied to the satisfaction of HCC/AEG.

The refusal or inability of the Contractor to remedy any hazardous working practice or to perform the required modification to its equipment within seven (7) days shall constitute a breach of Contract. HCC/AEG may, in addition to and without prejudice to any other rights the Contractor may have, terminate the Contract in accordance with the Contract.

E. Personal Protective Clothing and Equipment

The Contractor, at its own expense, supplies all its employees or agents, adequate personal protective clothing and equipment that will satisfy accepted industry standards as advised by HCC/AEG. Such protective equipment is supplied and always maintained in good condition at the Contractor's expense. The equipment must be worn on all relevant occasions as required by law, notice, instruction and in good sense.

F. Security Checks

HCC/AEG reserves the right to require the Contractor and their employees or agents to produce acceptable evidence of identification, such as a driver's license or identification card or badge, to HCC/AEG for the purpose of entering any premises of HCC/AEG. The Contractor and their employees and agents shall consent to the searching of any package, toolbox or suitcase in their possession.

Contractors and their staff unwilling to comply with such requirement will not be permitted entry into any premises of HCC/AEG and, consequently, HCC/AEG will not be liable for any cost arising directly or un-directly out of such circumstances. The Contractor and their employees or agents shall also comply with such request prior to leaving the premises of HCC/AEG.

II. ACCESS TO THE FACILITY

A. Access Control

All contract workers are required to sign-in and out of the building at Security Check-in located on the Intermediate level.

Workers must identify themselves at the Security checkpoint entrance to the Facility. Contractors should provide their workers with an identification card/badge with the following information:

Name of company
Name and surname of worker
Position
Photograph of worker
Number of tag

Workers will be issued a colored wristband to verify they have checked in with HCC Security and are authorized to be on property.

The Facility, at its discretion, can object and require the Contractor to remove any person(s) employed by the Contractor or agent from the site who, in the opinion of the Facility is incompetent or negligent in the proper performance of their duties or whose employment or behavior is otherwise considered by the Facility as undesirable. Such persons are not employable or can continue work at the Facility.

B. Means of Access

Workers must only enter and exit the Facility through the Security Lobby on the Intermediate Level. It is accessible by walking along the Ala Wai Terrace Promenade past the Grand Staircase. When entering through the parking level, take service elevators 4 and 5 located in Section F, to the Intermediate Level "2" and Security Check-in. Contractors are not allowed to use guest elevators.

On the first day of work, all workers are to meet at the designated entrance for the identified management personnel to direct them to the work site.

C. Daily Responsibility

A responsible person designated by the Contractor will report their daily scope of work to the designated management in charge before commencing work. The Chief Engineer is the main point of contact should it be necessary to isolate or shut down any of the Facility plant equipment or systems.

D. Event Contractor Use of Wristbands

Should a contractor doing business on HCC decide to use a wristband system to ensure security within their area of operation, The Event Manager will be responsible for informing HCC Security of the use of wristbands and the color the contractor will be using. This will enable Security to select a different color than the contractor so there is no confusion.

E. Before/After Shift

Contractors are only allowed to be on site ½ hour prior and ½ hour after a scheduled shift. Contractors are not allowed on site when not scheduled.

III. EQUIPMENT SAFETY

Any moving vehicles, (electric carts, scooters, bicycles, tricycles, etc.) must be pre-approved in writing for use by the Facility Director of Operations prior to use in the Facility. Use of approved vehicles is restricted to work areas only.

Approved personnel using a scissor and boom lift must wear a hardhat and eye protection. A safety harness is required when using boom lifts at all times.

Workers operating equipment, such as forklifts and aerial lifts, must be certified in the use of such equipment and carry proof of such current certification while operating equipment.

Only HCC approved forklifts are allowed in Facility freight elevators.

No vehicles are to be operated on green tiled floor areas without prior arrangements and necessary precautions.

IV. HAZARDOUS WORK AND MATERIALS

A special Work Permit must be filed with the Chief Engineer or designated department prior to commencement of hazardous work for:

- Welding
- Cutting
- Scaffolding work
- Spray painting or varnishing
- High suspension cleaning

Note: A separate fire extinguisher must be provided at location of all welding or cutting work.

All hazardous materials e.g. solvents, pressurized canisters, gasoline, oils, fuels, paints, varnishes etc. shall be stored in approved designated areas and in OSHA approved storage containers. All containers will be metallic and properly sealed. All containers will be properly labeled. Proper respiratory masks must be used. NO SMOKING must be enforced. All materials are identified in the GHS Safety Data Sheets available in each department and Security Base. Contractors are responsible for disposing of any hazard chemical brought onto HCC property.

V. SPECIAL REQUIREMENTS

A. Noise Control

The Contractor shall note that no noisy work will be allowed to be carried out before 8 a.m. and after 5 p.m.

Due to 'business as usual' factor for the Facility, it is further required that noise levels be maintained at a low level to minimize the disturbance/noise nuisance to the Facility occupants. This will include; cutting of holes, drilling/fixing to structures, alterations and demolition, grinding of steel, removal of existing elements, finishes, fittings, fixtures, hacking/hammering etc. being effectively reduced to an absolute minimum by adoption of alternative methods/fixings and containment on the carrying out of all such noisy operations within limited periods daily.

Should noise levels in the opinion of the Facility become excessive and unacceptable under the above conditions, the Contractor will be requested to take immediate action to cease all operations giving rise to the unacceptable noise levels and to amend his methodology to allow him to continue within the acceptable noise limits.

B. Boarding

The Contractor may be required to provide a section of boarding to match the surrounding area to separate the work areas from the Facility public areas and to prevent all unauthorized public access to all work areas. This boarding will require adaptation and relocation to suit the phasing/staging of the project work.

Before erection or alteration of boarding, the Contractor will submit a detailed plan showing the proposed form and location of boarding.

C. **Quarterly Meeting**

The Contractor is required to attend HCC Quarterly Contractor's meeting, held at the Facility. A minimum of one company representative must sign-in for attendance. Notification of the meeting schedule will be sent via email to the designated contact. It is the Contractor's responsibility to ensure that the most current email address and contact information is provided to the Facility.

VI. **GENERAL DO'S AND DON'TS**

A. **General Rules**

Only authorized subcontractors and their employees are permitted to operate and conduct business within the Facility. The Director of Operations will determine authorized contractors.

Children under eighteen (18) years of age are not permitted in work areas.

This is a State owned building and therefore it is a NO SMOKING facility.

Smoking is permitted only in the Mauka/Waikīkī corner of the parking garage. Contract employees are prohibited from using front lobby areas, Kahakai Drive side of building and front porte-cochere area as a smoking or break area.

No Contractor is allowed, at any time, in the client, guest/public areas of the Facility nor be allowed to use any guest elevator in the Facility. Contractor must stay in designated job site areas only and must not stray to any other areas of the Facility under any circumstances.

Contractor will use only designated employee restrooms.

Proper safety equipment shall be worn at all times. (No open toe shoes, slippers, etc.)

All signs and traffic markings must be obeyed in the parking garage.

Overnight parking is not allowed unless prior arrangements have been made with the Security Manager. If authorization is given, an overnight permit will be issued and must be displayed on the dashboard of the vehicle it is issued to. (Parking cost is the rate as determined by HCC/AEG management). **Vehicles left after an event or overnight without authorization will be towed at owner's expense.**

Contract workers who are dropped off and picked up at the start and end of their shift need to arrange these pick-ups and drop offs on Kalakaua Avenue ONLY. Kahakai Drive is not to be used as a waiting area for pick up.

Under no circumstances may any exterior door be blocked open.

Contractor will maintain complete separation of construction areas for existing functions for airborne contaminants, dust control, noise, waste and all OSHA safety standards.

Contractor is responsible for the protection of his work and adjoining areas.

Contractor will maintain clear egress corridors at all times during construction until completed or approved alternative route is established.

Contractor shall use designated loading dock area only for the receiving of goods. Loading docks will be used for unloading and loading only. No vehicles will be parked in the loading dock. No deliveries through the front entrance are allowed.

Contractor must park in the area designated by the Facility

There will be no alcohol, beer, wine or drugs consumed on the job site or during the workday whatsoever. The Facility is not responsible for the Contractor's property.

Meals are to be consumed only in the Lunch Room located on the Parking Level to the rear of Elevators 4 & 5.

All bags or boxes are subject to security check upon entering or leaving the building. Any refusals will cause the person to be barred from the Facility premises.

Contractor is to furnish their own tools. Under no conditions will a non-Facility employee be allowed to use a Facility tool. By the same token, Facility employees are not to use Contractor's tools.

All work areas must be kept clean at all times. Contractor is responsible for the removal of all debris and excess material during and at the completion of the project. Contractor is not to use Facility telephones at any time for any reason.

Contractor must wear clothing, which is in good taste. Any attire which causes unwarranted distractions is unauthorized. Lack of a shirt or wearing muscle, fishnet, sleeveless shirts, cut-offs, shorts or sandals are not permitted. Clothing with offensive wording is prohibited.

Contractors must conduct themselves in a professional manner and are subject to the same rules as Facility Employees. No shouting, profanity, "cat calling" or confrontation with Facility guests or with Facility employees will be tolerated.

Contractors are not permitted to fraternize with Facility employees, clients, guests or patrons.

The use of portable radios, stereos, electronic music devices or cellular phones is strictly prohibited.

Violation of these policies will be documented and reported to Facility management for appropriate action.

APPENDIX F

AGREEMENT FOR RENTAL OF EQUIPMENT (WITHOUT OPERATOR)

AGREEMENT FOR RENTAL OF EQUIPMENT (Without Operator)

This Agreement is entered into effective as of _____, 20__ by and between the Hawaii Convention Center ("HCC"), State of Hawaii, through its manager AEG Management HCC, LLC ("Manager"), and _____ ("Renter"),

whose business address, phone, fax and email are as follows:

1. Manager manages the Hawaii Convention Center ("the HCC") under a management contract with the State of Hawaii ("State"). The State owns certain equipment used by Manager in the performance of its management contract. The equipment hereunder is State property, which may be rented for the convenience and use of the Renter.
2. The Renter is a licensee, or a sub-contractor of licensee which has been granted a license to conduct an event or a vendor performing procured services at the Hawaii Convention Center.

3. Equipment Rented.

Manager agrees to permit the Renter to utilize within the confines of HCC the following equipment at the following rates:

	Equipment Description	Hourly	Daily	Weekly
a.	36' Articulated Boom Lift	\$90.00	\$320.00	\$900.00
b.	30' Scissor Lift	\$90.00	\$320.00	\$900.00
c.	18' Work Platform Lift	\$90.00	\$320.00	\$900.00
d.	Forklift	\$75.00	\$275.00	\$750.00
e.	ReachMaster Blue Lift B72: 36' Horizontal Reach, 72' Vertical Lift	\$100.00	\$350.00	\$1,000.00
f.	ReachMaster Falcon TS121: 53' Horizontal Reach, 121' Vertical Lift	\$125.00	\$450.00	\$1,250.00

Fractions of an hour shall be charged at the hourly rate.

Rental fees may be waived upon pre-approval of Manager's General Manager.

4. Rental Period.

This Rental Agreement shall be for a period from _____ (start date/time) to _____ (end date/time).

5. Renter's Responsibilities.

The Renter shall:

- a. Operate the equipment only within HCC and its immediate surroundings within the area(s) pre-approved by Manager for this specific rental.

- b. Ensure that only fully qualified and certified personnel operate the equipment.
- c. Provide proof of certification to operate the equipment prior to use which must be presented in advance of the rental operation to HCC's Maintenance Manager or such designee.
- d. Check-in at Security Base. Ensure that the equipment is fully operational upon acceptance of the equipment and submit the related HCC form with the Maintenance Manager or their designee.
- e. Immediately halt use of any equipment and bring to the attention of the Maintenance Manager any equipment operating deficiencies or problems.
- f. Ensure that equipment is under positive control of the Renter at all times and that no unauthorized individuals are permitted to utilize the equipment.
- g. Ensure that all safety and operating rules are strictly followed. This includes, but is not limited to, the use of a hard hat and close-toed shoes by any and all parties while using equipment items 3a, 3b, 3c, 3e, or 3f above. All related items must be supplied by the Renter.
- h. Be fully responsible for any damage to or loss of the equipment.
- i. Be fully responsible for any and all damages caused by operation of the equipment.

6. Statement of Waiver.

The Renter waives any and all claims against the Manager Indemnitees as defined below from any and all claims including consequential damages arising from the use and/or operation of subject equipment by Renter, its employees, agents, and/or assigns.

7. Indemnification.

The Renter shall defend, indemnify, and hold harmless the State of Hawaii, the Hawai'i Tourism Authority (HTA), the Hawai'i Convention Center, Manager, ASM Global Parent, Inc., AEG Facilities, LLC, AEG Venue Management Holdings, LLC, each of their affiliates or related entities, and each of its and their respective principals, shareholders, members, partners, officers, directors, employees, representatives, agents, and contractors (sometimes collectively referred to herein as the "Manager Indemnitees" and individually as a "Manager Indemnitee") from and against all costs, liability, loss, damage, and expense, including all attorney's fees, and all claims, suits, and demands therefor, arising out of or resulting from the acts or omissions of Renter or Renter's employees, officers, agents or subcontractors as it pertains to the operation of subject equipment.

8. Liability Insurance.

The Renter shall provide proof of insurance to Manager that its operation of the equipment provided hereunder is covered under its Comprehensive General Liability and Property Damage Liability Insurance. Such liability shall be with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any variance or waiver of this requirement must be pre-approved by the General Manager.

Such insurance shall name the Manager Indemnitees as additional insureds with respect to claims arising out of or directly or indirectly relating to performance under the Agreement and shall provide for thirty (30) days advance notice of cancellation, reduction of coverage or non-renewal.

9. Compliance with Laws.

The Renter shall operate the equipment in strict compliance with all laws of the United States, the State of Hawaii, the City & County of Honolulu, and all rules and regulations issued pursuant to such laws.

Renter shall comply with all lawful directives issued by the Manager or its representative in enforcing of the terms of this Agreement.

10. Entire Agreement.
This document contains the complete and exclusive agreement between the parties, and it is intended to be a final expression of their agreement. No promise, representation, warranty, or covenant not included in this document has been or is relied upon by any party. Each party has relied upon its own examination of the full Agreement and the provisions thereof and the counsel of its own advisors, and the warranties, representations and covenants expressly contained in this Agreement itself. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by all parties herein.
11. Assignment.
The Renter shall not transfer, convey, assign, or permit the use of any of the rights or privileges granted under this Agreement in whole or in part to any other person, firm, or corporation without the prior written authorization of Manager. Such rights and privileges are not assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceedings in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. Any assignee approved by Manager must accept and assume all the terms and conditions of this Agreement to be kept and performed by Renter, and such assignment shall not in any manner discharge or release Renter from any of the obligations under the terms of this Agreement.
12. Severability.
The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision herein.

IN WITNESS WHEREOF, the parties execute this Agreement on the dates below, to be effective as of the date first above written.

MANAGER
AEG MANAGEMENT HCC, LLC

BY: _____ Date _____
Name
Title: _____

RENTER

BY: _____ Date _____
Signature

Title