

REQUEST FOR PROPOSALS
FOR
A DESIGN AND BUILD PROJECT
PARKING EQUIPMENT SYSTEM UPGRADE
FOR HAWAI'I CONVENTION CENTER

RFP No. # 2025-3

HONOLULU, HAWAII

FEBRUARY 2025

Proposal Due Date: March 14, 2025

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

TABLE OF CONTENTS

NOTICE TO OFFERORS.....	1
SECTION 1 - GENERAL INSTRUCTIONS TO OFFERORS.....	2
SECTION 2 – SCOPE OF WORK/SPECIFICATIONS	6
SECTION 3 – PROPOSAL SUBMITTAL REQUIREMENTS	28
SECTION 4 – EVALUATIONS	33
SECTION 5 – AWARD OF CONTRACT	35

APPENDICES

Appendix A:	Hawaii Convention Center Event Schedule Template
Appendix B:	AIA Document A105 – 2017 Standard Form of Agreement Between Owner and Contractor
Appendix C:	Exhibit A: AIA Document A312 – 2010, Payment Bond Exhibit B: AIA Document A312 – 2010, Performance Bond Exhibit C: Special Conditions Exhibit D: General Conditions
Appendix D:	Proposal Form and Rate Card
Appendix E:	HCC Health & Safety Procedures
Appendix F:	Agreement for Rental of Equipment (Without Operator)
Appendix G:	Exhibit A: Hawaii Convention Center Architectural Plans Vol. 1 (Final Documents) Exhibit B: Hawaii Convention Center Architectural Plans Vol. 2 (Final Documents) Exhibit C: Hawaii Convention Center Structural Plans, dated December 15, 1995
Appendix H:	Acknowledgement Form

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 Parking Equipment System Upgrade (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 Design Build contract during this procurement process as outlined below. The price shall include the cost of all labor, materials, supplies, equipment, job-related incidental work, and the securing of all required permits, notifications, and/or inspections that are required to specify (The “Project”) 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 & Ms. Jorel Clarke
Cumming Management Group, Inc.
841 Bishop Street – Suite 725
Honolulu, Hawaii 96813
Email: atanton@cumming-group.com & jorel.clarke@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 **Tuesday, February 11, 2025**.

Written questions regarding this RFP may be submitted via email to the PM/CM with copy to the Contracting Officer by **5:00 p.m. Hawaii Standard Time (“HST”) on Thursday, February 20, 2025** 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 **5:00 p.m. HST on Friday, March 14, 2025**.

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 administrating/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 (PM/CM) – Mr. Andrew Tanton & Ms. Jorel Clarke
Cumming Management Group, Inc.
841 Bishop Street – Suite 725
Honolulu, Hawaii 96813
Email: atanton@cumming-group.com & jorel.clarke@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, conventions, 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	Thursday, February 6, 2025
RFP Issue	Friday, February 7, 2025
Register by	Tuesday, February 11, 2025
Pre-Proposal Conference (mandatory)	Thursday, February 13, 2025
Closing Date for Receipt of Questions	Thursday, February 20, 2025
HCC’s Response to Offeror’s Questions	Wednesday, February 26, 2025
Proposal Due Date	Friday, March 14, 2025
Best and Final Offers (optional)	N/A
Design-Builder Selection/Award of Contract (tentative)	April 2025

1.5 PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference will be held on **Thursday, February 13, 2025 from 10:00 a.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 **5:00 p.m. HST on February 21, 2025**. 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

Hawaii Convention Center is seeking proposals from qualified contractors to remove the existing parking equipment, design a new parking access and control system that will meet all of HCC's needs, and install the new/approved equipment and control system. All of HCC's requirements for the new equipment and control system are listed herein.

2.2 OVERVIEW OF SCOPE

The Awarded Contractor shall provide a complete and operational Parking Access and Revenue Control System (PARCS) for the Hawaii Convention Center. The project scope shall include, but is not limited to, design development, fabrication of equipment, installation, programming of the new equipment and control system, any and all necessary testing, equipment start-up, training of property staff, maintenance plan of equipment and control system, and documentation of a PARCS that will provide for multiple credentials for access control and payment services.

Hawaii Convention Center's primary objectives for this project are as follows:

- Removal of HCC's current parking equipment and control system.
- Install leading edge technology that can be scalable into the future.
- Enhance service and maintenance of PARCS equipment
- Improve technology to use data for parking space utilization.
- Improve administration and operations processes through enhanced equipment and technology.

2.3 SCOPE OF WORK

This is a turn-key project. All aspects of design and build, 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 Design-Builder.

The Design-Builder shall provide all engineering and design services necessary for the execution of this project. Design-Builder shall, during the pre-proposal job walk, inspect the work site, and identify existing conditions that may affect the execution of this scope of work.

2.3.1 Design-Builder will provide the following equipment and 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 Project 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.

2.3.2 All PPE and safety equipment required to complete services.

2.3.3 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.

2.3.4 Preconstruction and Replacement Plan

- A. Provide all Pre-Construction Services as required to perform on-site investigations to inform the design, confirm constructability approach, planning and logistics of the project.
- B. Provide and present to HCC a Replacement Plan, which includes but is not limited to replacement concepts, laydown plan, logistic plan, including material and waste handling, and construction phasing schedule.
- C. Provide a construction phasing plan that properly plans the interior limits of work, to ensure coordination, and to expedite the work.
- D. Upon HCC approval of Replacement Plan prepare, submit, and expedite Construction Documents for Building Permit Approval (if required).
- E. Provide and coordinate all Construction Phasing 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.
- F. Provide Construction Phasing to ensure that the interior and exterior scope of work is coordinated for concurrent constructability.

2.3.5 Scope of Work - Detail

The Awarded Contractor shall provide all material, equipment, and labor for complete installation of all hardware and software relating to this project as listed herein. Work shall include, but not be limited to, work involving site preparation, foundations, communication, power conduits, cables and hard and soft connections.

- A. Parking Access & Revenue Control System (PARCS)
 - PARCS shall work via web browser, function on all mobile platforms, possess intuitive user management, accommodate location-based and online sales, have interactive reporting, and provide multiple media access including barcode, HID, AVI, smartphone, NFC Access LPR, and online reservations.
 - PARCS shall provide HCC management staff to remotely access all functions and data.
 - PARCS shall include all hardware, software, licenses, installation, training, and support services.
 - PARCS shall include integrated License Plate Recognition (LPR) capture and mobile LPR, data storage, ability to add license plate information in real time, and conduct fee calculations.
 - PARCS shall be remotely managed using fiber optics, Ethernet, or any other communication system(s) that are approved by HCC during the design phase.
 - PARCS shall offer leading edge parking solutions for the following users and/or type of parking:
 - i. Monthly Parking

- ii. Event Parking
 1. Shall be distinguishable by event
 2. Shall be capable of distinguishing between multiple events occurring on the same day/time. Distinguishable by hosted and pay parking.
 3. Special Event Parking
 4. Discounted Parking
 5. Employee Parking
 6. Free Parking utilizing one-time QR code/barcode
- PARCS shall offer multiple vehicular entry options as possible that are suitable and applicable to the parking users and type of parking.
- PARCS shall be able to operate in the following modes but shall not be limited to:
 - i. Pay at Exit
 - ii. Pay on Entry
 - iii. Pay on Foot
 - iv. Pre-Pay
 - v. Pay & Display – With License Plate
 - vi. Pay by Phone – App Capabilities
 - vii. Reserve Stall
 - viii. Gated Environment
 - ix. Gateless Environment
- PARCS shall minimize or eliminate “open” paper tickets by tracking and generating electronic trails of each transaction, vehicular ingress, and vehicular egress. HCC shall have visibility to this electronic trail for management and auditing purposes.
- PARCS software shall be user-friendly and provide HCC with the following:
 - i. Setting staff access with specific parameters ultimately allowing various levels of access to available information
 - ii. Generating and formatting custom reports
 - iii. Generating Revenue Reports inclusive of, but not limited to, the following:
 1. Transactions, entrance, time, ticket number, date and fee processed ticket/receipt.
 2. Credit Cards (by type)
 3. Vouchers
 4. Hard Passes
 5. Digital Passes
 6. LPR movements
 7. Monthly card movements
 8. Manual opening
 9. Car counts
 10. 3rd party QR/bar code
 11. Ability to presale vouchers and digital passes at multiple rates
 12. Transaction report based on time, date, rate, day, week, month, year.
 13. Report from handheld units
 14. Credit Cards
 15. Reprints

- 16. Voids
- 17. Validation
- 18. Parking Fee
- 19. General totals

- PARCS shall provide a variety of reports to include financial, technical, and administrative functions via a single web-portal.
- PARCS shall provide HCC the ability to sell monthly and special event passes using parker's license plate numbers.
- PARCS shall accept the following credit card types:
 - i. Visa
 - ii. MasterCard
 - iii. All major E-Wallet Systems
 - 1. Apple Pay
 - 2. Samsung Pay
 - 3. Google Wallet
- Contractor shall provide all needed infrastructure, servers, equipment, communication network, and any other required elements including:
 - i. Fixed model upon entry and exit
 - ii. Integrates with PARCS system
 - 1. PARCS should be able to tell if payment has been successful
 - iii. Shall be able to keep accurate count of vehicles in parking
 - 1. Accurate counts shall be visible via:
 - a. Display board
 - b. Mobile App
 - c. Web
 - iv. Read accuracy rate of 95%+
 - v. LPR should be day/night (infrared) compatible.
 - vi. Weather resistant
 - vii. Multiple mounting options
 - viii. Integrates with barrier gate arms
- Contractor shall provide a list of equipment and related hardware, software, licenses, infrastructure, and all related items for each lane and Pay-On-Foot station.
- Contractor shall be responsible for identifying existing infrastructure, locating existing equipment, PARCS design, installation, power and communication cables, connection, termination, commissioning, training, and all related elements to provide a fully operational PARCS.
- Contractor shall be performing all programming necessary ensuring that the PARCS is fully operational.
- The Awarded Contractor shall provide a turn-key IP intercom system that consists of two host intercom stations, an integrated camera system and an integrated microphone and speaker in each entry station, exit station and Automated Pay on Foot Stations.

B. Credit Card Payments and Compliance

- The Awarded Contractor shall include confirmation that their system has a certified interface for processing credit card transactions. The Awarded Contractor shall provide a list of clearinghouses for which they have a certified interface.

- Describe in detail and provide a flowchart of the entire credit card process including all their party appliances and software.
- All Awarded Contractor provided aspects of the credit card processing subsystem shall be PCI-compliant, such that no CONTRACTOR provided product, or solution will prevent HCC from achieving PCI compliance in its parking operation. Is the process for credit card processing PCI DSS compliant? Describe your cardholder processing systems Payment Card Industry (PCI) Payment Application.
- Does the implementation, including any required auxiliary servers, store the card holder PAN on hosted servers for any length of time at any time during the credit card process?
- Please provide information where HCC can verify your application and/or payment gateway compliance-on the PCI Standards validated payment applications list or on the Visa's Global Registry of Service Providers- PCI DSS Validated Entities compliance list?
- Describe in detail and provide a flowchart on how the credit card payment is relayed in the system that you are proposing from the handheld devices in remote locations to the PARCS system.
- Credit Card processing is critical to HCC parking operations, processing redundancy shall be built into the system. The Awarded Contractor shall provide a system such that processing credit card transactions shall not degrade the time allowed for positive authorizations. The system shall process and store credit card transactions at each field device that accepts credit cards while in an offline mode due to a communication loss.

C. Entry Station(s)

- Contractor shall furnish and install two (2) ticket dispensers that meet all operating requirements including but not limited to all ADA requirements.
- Contractor shall furnish two (2) mobile ticket dispensers that meet all operating requirements including but not limited to all ADA requirements.
- All entry stations shall have an IP intercom system integrated into each unit.
- All intercom and/or camera communication shall be directed to a command desk console located at Security base with the potential to roll to a second station designated by HCC. Physical location of incoming call shall be displayed.
- All entry stations shall be hardwired with battery backup in the event of power loss.
- Entry Station(s) shall offer the following options
 - i. Ticketless
 1. License Plate Recognition (LPR)
 2. Automated Vehicle Identification (AVI) transponders
 3. Proximity Card Readers
 4. Barcode/QR code
 - ii. Paper Ticketing

D. Exit Station(s)

- Contractor shall furnish and install three (3) Automated Credit Card Exit Stations, allowing customers to pay by credit card or other forms of electronic payment.
- Exit grace period window shall be programmable by HCC. Grace period windows shall be programmable by entry ticket location and not by one general facility configuration.
- All Exit stations shall include two-line visual display, capable of being programmed to automatically display visual prompts at each step of the transaction process (e.g. insertion of the credit card prior to insertion of the ticket).
- All Exit stations shall include a programmable/recordable voice annunciation capable of automatically delivering audible message prompts at each step of the transaction process including in response to deviations.
- Each Exit station(s) shall have a VOIP intercom integrated into the face of the station.
- All intercom and/or camera communication shall be directed to a command desk console located at Security base with the potential to roll to a second station designated by HCC. Physical location of incoming call shall be displayed.
- All Exit stations shall be hardwired with battery backup in the event of power loss.
- All Exit stations shall be PCI-DSS, MasterCard, and Visa (EMV) compliant and remain compliant through the life of the hardware.
- All Exit stations shall have credit card readers capable of reading mag stripe products as well as NFC cards and EMV smart card with chip/pin technology.

E. Pay-On-Foot Station(s)

- Contractor shall furnish and install two (2) Pay-On-Foot stations that meet all operating requirements including but not limited to all ADA requirements.
- All Pay-On-Foot stations shall be located near the Kahi Aloha entrance from Parking into Main Lobby.
- All Pay-On-Foot stations shall be cashless and accept the following forms of payment:
 - i. Credit Card
 - ii. Debit Card
 - iii. QR Barcode
 - iv. Integrated Chip and Pin Reader
 - v. Tap to Pay (i.e. Apple Pay; Google Pay)
- All Pay-On-Foot stations shall be capable of receiving and processing multiple forms of payment (e.g. credit card and validation payments).
- All Pay-On-Foot stations shall be capable of printing transaction receipt. Each receipt shall include:
 - i. Receipt/Transaction #
 - ii. Pay Station Identification #
 - iii. Entry Timestamp (Time & Date)
 - iv. Time of Payment
 - v. Parking Fee
 - vi. Total Amount inclusive of Validation Amount

- vii. Method of Payment
 - viii. Credit Card Type with last 4 digits of card number
- All Pay-On-Foot stations shall have a low receipt stock alarm.
- Each Pay-On-Foot station shall have a VOIP intercom integrated into the face of the station
- All intercom and/or camera communication shall be directed to a command desk console located at Security base with the potential to roll to a second station designated by HCC. Physical location of incoming call shall be displayed.
- All Pay-On-Foot stations shall be hardwired with battery backup in the event of power loss.
- Each Pay-On-Foot station shall utilize visual and audio instructions to portray the sequence to complete payment transaction.
- All Pay-On-Foot stations shall be hardwired with battery backup in the event of power loss.
- All Pay-On-Foot stations shall be PCI-DSS, MasterCard, and Visa (EMV) compliant and remain compliant through the life of the hardware.
- All Pay-On-Foot stations shall have credit card readers capable of reading mag stripe products as well as NFC cards and EMV smart card with chip/pin technology.
- Contractor shall submit all shop drawings, cut sheets, and/or submittals of the proposed Pay-On-Foot stations

F. Barrier Gates

- Barrier gates shall be Underwriters Laboratory (UL) - Approved and labeled on the exterior of the cabinet.
- Barrier gate shall display on the exterior of the cabinet a model plate indicating the manufacturers name, address, model number, serial number, main power supply, secondary power supply ratings and amperage ratings.
- The Barrier gates shall provide an effective to one-way vehicles in the entrance and exit lanes. The barrier arm shall retract quickly in a vertical plane on a command signal from the entry station- ticket dispenser, Exit station, LPR/RFID permit reader, card reader, from Security command base, or detector loop depending on location, and return to the lower position upon a signal from a detector (“closing loop”) located beyond the gate arm.
- Barrier gates may be on-line to the central computer and shall be capable of responding to remote “Raise”, “Lower”, “Open Lane”, “Close Lane” commands through a network device from the central computer. A real-time status condition is required for all barrier gates.
- Barrier gates shall transmit status messages to the central computer to indicate “Up” and ‘Down” status and gate malfunction or alarm condition.
- The barrier arm shall be a breakaway design that can easily be replaced when broken. The height of the gate arm shall be approximately 36 inches from drive level in the DOWN position. Provide and install articulating gate arms where required by low ceiling height.
- Each barrier gate shall be installed with an audible alarm and visual warning beacon to warn pedestrians of the moving gate arm.

- The barrier gate shall remain in the up position so long as a presence is detected on the closing loop.
- The barrier gate arm shall have a down strike safety feature. This feature provides that should any object be struck by the gate arm during its descent, the arm shall immediately reverse and return to the UP position without damage, and remain UP from 2 to 60 seconds, until automatically reset by an internal variable control. The sensory function shall be initiated by sensing the internal mechanical action. The external mounting of tubes, wiring, and electrical devices on the gate arm shall not be acceptable.
- The barrier gate arm shall return to the DOWN position after a programmable period of time if vehicle passage through the gate is not completed and there is no vehicle presence on any detector loops in the lane.
- If a barrier gate remains in the UP position when there are no vehicles detected on the lane loops, the gate shall send an alarm signal to the central computer.
- If an entry barrier gate remains in the UP position for more than sixty (60) seconds without completing a vehicle entry sequence, the gate shall send an alarm signal to the central computer.
- Barrier gates will be able to be operated (opened) from Security Base.
- Contractor shall ensure that detectors are installed for barrier gates, ticket dispensers, exit stations, LPR Camera Readers, LPR/Rfid Antenna/Reader, PROX Bar Code readers, count system and any other device that requires loop detection input to function as a complete system. Regardless of quantities detailed in this RFP, a sufficient number of detectors shall be installed to provide the directional logic necessary to the equipment functions described in this RFP.
- All parking equipment loop detector(s) installed by Contractor shall be complete and terminated at the vehicle detectors without breaks or splices.
- Contractor shall install dual embedded loops at each entry/exit point.
- Contractor shall be responsible for complete installation of the bedded loops, including required saw cuts.
- Contractor shall use HCC approved loop sealant to provide weather and moisture protection for the loops.
- Contractor shall use care and diligence in making saw cuts to avoid contact with, or exposure of, embedded concrete reinforcement or cabling.
- Contractor shall use care and diligence in locating embedded loops so as to avoid interference from other metal objects. Awarded Contractor shall repair any damage to concrete curbs resulting from the installation.
- In the event that the arming loops are triggered for a configurable amount of time with no transaction being initiated, the intercom station in the lane shall automatically call Security Base

G. Uninterrupted Power Supply (UPS)

- A single UPS unit, appropriately sized, shall support all devices at an individual entry lane or exit lane.

- Conditioned/emergency power through the TCP/IP-enabled UPS units shall be provided for the following components and facilities to protect components from loss of power and power spikes:
 - i. All entry lanes
 - ii. All Automated Payment Stations
 - iii. All exit lanes
- UPS battery back-up for all lanes shall last a minimum of sixty (60) minutes.
- The UPS shall consist of a power module, storage battery and a battery disconnect switch.
- The UPS shall have a lockable weather resistant UL designation suitable for outdoor mounting.
- The Awarded Contractor shall submit shop drawings of all proposed UPS devices and UPS monitoring software. Included in the UPS shop drawings shall be the manufacturer's recommended battery refresh cycle.

H. Parking Guidance & Signage

- Contractor shall furnish and install a vehicle tracking system to determine the number of available versus occupied stalls. The tracking system shall communicate and update automatically with digital signage
- Contractor shall furnish and install two (2) digital signs that can display multi-line message
 - i. One located at corner of Kalakaua Ave. and Kapiolani Blvd.
 - ii. One located at the entrance of the parking garage on Kalākaua Ave.
- Exterior digital signs shall meet, but not be limited to, the following:
 - i. Shall be capable of being activated remotely from Security Base Station
 - ii. Message should be programmable (i.e. ability to change message being displayed)
 - iii. Visible day/night
 - iv. Letters large enough to be easily read from roadway
 - v. Weather and corrosion proof
- Contractor shall furnish and install four (4) digital signs on the interior of the parking garage.
- Interior digital signs shall meet, but not be limited to, the following:
 - i. Signs shall be defaulted to indicate active pedestrian crossings but, will need to have the ability to be programable by HCC. Signs shall be installed prior to center pedestrian crossing.
 - ii. Signs to have ability to change message.
 - iii. Signs to have blinking capabilities.

I. Electric Vehicle Charging Stations

- Contractor shall furnish and install ten (10) level 2, electric vehicle charging stations.
- Contractor shall investigate existing infrastructure to ensure new charging stations are supported.
 - i. Shall the contractor determine the existing infrastructure cannot support the new charging stations, contractor shall perform any

and all necessary work that will support the new charging stations.

- ii. Contractor shall provide any updated drawings in conjunction with additional work to support new charging stations
- Electric Vehicle Charging Stations shall be located in Aisle B of Parking
 - i. Five (5) charging stations shall be located on the Makai (West) side of the center lane
 - ii. Five (5) charging stations shall be located on the Mauka (East) side of the center lane.
- Contractor shall furnish and install EV Parking/Charging signage at each stall.

J. Software & Hardware Maintenance & Fees

- Software must be Windows Compatible
- Management system shall be web-based system accessible via desktop computer, laptop computer, or handheld wireless devices to authorized personnel. No additional software other than an internet browser shall be required for management to access and fully use the PARCS and its components. The CONTRACTOR shall provide access to the hardware and software management system by authorized users 24/7 over the web. CONTRACTOR shall identify the ongoing and annual costs associated with the PARCS in their proposal
- PARCS shall monitor and report status of all hardware, software, and/or communication links. In the event a fault is detected, PARCS shall automatically report fault conditions through the management system.
- PARCS shall perform self-check(s) on a routine basis and provide notification of “Health” of the software, hardware, and/or communication links.
- The system shall include alarm management system. Alarms with visual graphics and appropriate messages shall be provided on computer screens, tablets, and smartphones about all system/equipment failures and customer related issues.
- After issues are addressed or fixed, alarms should be remotely reset.
- All equipment shall generate real-time alarms and status reports for maintenance needs, reporting by text messages, and/or e-mails to HCC Security staff.
- All parking equipment shall be hardwired or wirelessly networked via cellular network and connected to the PARCS. Two-way communications shall be used to monitor equipment status, payments, and usage while also provide remote diagnostics and change settings remotely (e.g. pricing or out of service notifications).
- Contractor shall provide all software and/or hardware service maintenance fees within the Rate Card form, reference Appendix D. Acceptance of the Contractor’s proposal shall not be acceptance of the proposed service maintenance fees. HCC shall, by separate written notice, accept the Contractor's service maintenance fees.

2.3.6 Project Locations

A. Parking System – Parking Level



Figure 1 Parking Level Overview

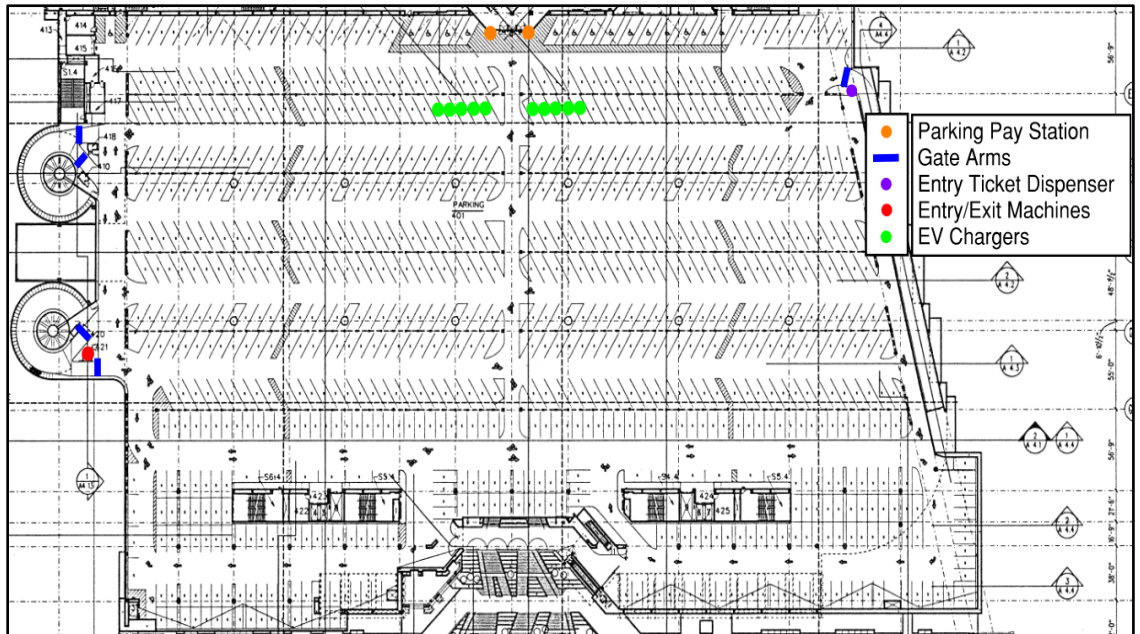


Figure 2 Parking Level Equipment Mark-up. Not to Scale

B. Digital Signage – Street Level, corner of Kalakaua Avenue and Kapiolani Blvd, entrance of parking garage.



Figure 3 Exterior Digital Signage Overview

2.4 General Requirements

- A. Drawings and general provisions of Contract.
- B. The Design-Builder shall be responsible for providing the exact function described herein and will be held to the operational criteria. All Offerors must include in his or her response to this Specification any design limitations or constraints in the performance of its system as proposal.
- C. All exceptions to these Specifications and drawings must be made with the proposal submission. In the absence of exceptions, these Specifications and drawings shall be binding on the successful Offerors. Further, in the absence of exceptions, the Design-Builder is stating that the design and specifications for the system have been examined in detail and the Design-Builder is prepared to take full responsibility for the performance of the complete installation as specified.
- D. 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. Design-Builder may work days, evenings, and/or weekends to schedule the work around event operations, and no overtime will be allowed, offeror shall provide an initial schedule / timeline from pre-con to post con and close out with the proposal.

- E. Dust control – The Design-Builder must prevent dust from becoming airborne at all times, including non-working hours, weekends, and holidays in conformance with State Department of Health, administrative rules title 11, chapter 60.1 – Air pollution control. The Design-Builder is responsible for and shall determine the method of dust control, subject to the Design-Builder’s choice. The use of water or environmentally friendly chemicals may be used over surfaces that contain dust.
- F. Noise control – The Design-Builder must keep noise within acceptable levels at all times in conformance with State Department of Health administration rules title 11-chapter 46 community noise control. The Design-Builder must obtain and pay for a community noise permit when construction equipment or other devices emit noise at levels exceeding the allowable limits.
- G. Erosion control – In areas where landscaping and grading is within the work area, the Design-Builder must use best management practices (BMP) ESCP (Erosion and sediment control plan) to control water and chemicals that would otherwise have a detrimental effect to the landscaped area
- H. Care should be exercised when performing work in the facility. Any damage to building structure, systems, equipment, and/or furnishings caused by the Design-Builder and its subcontractors shall be repaired and/or remedied to the satisfaction of HCC representative by the Design-Builder without any cost or impact to HCC and/or the project schedule.
- I. 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.
- J. Design-Builder shall be responsible for any demolition work that might be necessary to accomplish the work.
- K. Design-Builder shall properly recycle and dispose of the construction demolition materials. The quantity/weight of all recycled materials shall be tracked and submitted to HCC and the City representative monthly and a complete summary at the end of the project.

- L. 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.
- M. Along with the proposals, the Design-Builder 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.
- N. The Design-Builder shall be responsible for providing the exact function described herein and will be held to the operational criteria.

2.4.1 Principal Work in This Section

- A. The work includes the supply and installation of all components, specified or not, for the Parking Equipment System Upgrade, to be placed back in service.
- B. The Work also includes, all work as defined in the Overview of Scope above, and includes but is not limited to:
 - Upon Contractor's investigation, due diligence, and identification of existing reusable parts, provide design-build concepts.
 - Provide construction services to provide a complete turn-key project to upgrade the existing Parking Equipment System.
 - Address all remedial work if applicable.
 - Provide all temporary utilities as required to continuously support and maintain all existing utilities during the execution of the work.
 - Provide complete O and M Manuals.
 - Licensing & certificate's and permits as applicable.
 - Client training for HCC staff, with Video records as applicable.
 - Client maintenance training.

2.4.2 Quality Assurance

- A. All equipment provided by Contractor should meet specifications listed herein.
- B. Contractor shall obtain instructions and training for installation from manufacturer of each product.

2.4.3 Submittal

- A. General
 - Do not commence work that requires review of any submittals until receipt of returned submittals with appropriate final action.
 - Do not submit substitute items that have not been approved.
 - Do not include requests for substitution (either direct or indirect) on submittals.

- 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.

B. Coordination of Submittals

- 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.
- 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.

C. Pre-Construction

- Provide field investigation of all existing conditions.
- Incorporate and coordinate field investigations with CM/PM/HCC to properly inform the repair plan and constructability of the project.
- Report findings and recommendations based on field investigations and surveys.
- Product cut sheets for all products and materials.
- Recommended application and installation methods.
- Complete shop drawings of all work as required by the technical specifications.
- Elevations and detailing plans.
- Operating instructions.

D. Post Construction

- Record Documents including As-Built Documents.
- All preconstruction shop drawings updated to as-build condition.
- Product cut sheets for all equipment used.
- Operating manuals.
- Warranty information, for all materials should be provided with duration of warranty period stated.

2.5 APPROVALS

2.5.1 Obtain all necessary approvals and permits from local authorities for all materials to be supplied, methods of installation and system operations, as required herein and by local authorities, it is noted that the owner will pay for all permit fees, but Design-Builder is required to process permit applications.

2.5.2 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 Architect/Engineer of Record on the approved City and County of Honolulu, Department of Planning and Permitting (DPP), Building Permit Set.
- B. Underwriters' Laboratories, Inc. listing service.
- C. NFPA 72 and National Fire Codes.
- D. Codes as accepted and/or modified by the local Authorities:
 - 1. National Electrical Code.
 - 2. American Disabilities Act (ADA).
 - 3. Underwriters' laboratories, UL 1971 for Hearing Impaired

2.6 EXECUTION SCOPE OF WORK

2.6.1 Installation

- A. Design-Builder 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. Design-Builder must schedule work according to available dates outlined in HCC Event Schedule in Appendix A. Upon award, Appendix A to be updated and provided.
- C. Coordinate the review and approval of all outstanding Punchlist Items with design professional and the HCC.

2.6.2 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 and plans for the system.

2.6.3 Certification

- A. Design-Builder shall include a letter of certification from the manufacturer with its submittal.

2.6.4 Testing

- A. After work is completed, and prior to requesting the Acceptance Test, Design-Builder shall conduct a final inspection and pre-test all equipment and system features. Design-Builder shall correct any deficiencies discovered as the result of the inspection and pre-test.
- B. Design-Builder shall submit a request for the Acceptance Test in writing to HCC using an approved "Request for Security Systems Acceptance Test" form, a copy of which will be provided.
 - 1. This request shall be submitted to HCC no less than 7 days prior to the requested test date.
 - 2. The request for Acceptance Test shall constitute a certification from Design-Builder 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.
 - 3. Acceptance Test shall be scheduled based on HCC's availability.
 - 4. Design-Builder 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.
 - 5. Design-Builder shall provide all ladders, tools, test equipment, and other facilities needed to accomplish the Acceptance Test.
 - 6. During Acceptance Test, Design-Builder shall demonstrate all equipment and system features to HCC.
 - A. Design-Builder shall fully cooperate with the HCC and provide assistance with the inspection and test.

2.7 WAGE RATES AND OTHER FEES

- 2.7.1** 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.
- 2.7.2** Design-Builder shall provide information on mark-up percentages on parts and materials, subcontracts, etc. as required by this RFP or if requested.
- 2.7.3** Design-Builder shall include all taxes and fees in the pricing proposal.

2.8 INSURANCE

- A. Vendor/Contractor agrees, at its sole expense, to procure and maintain during the

Term of this Contract: (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, \$2,000,000 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 \$5,000,000.

- B. The insurance policies set forth in (a) above shall name as Additional Insureds each of the Vendor 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 vendor.
- C. Vendor/Contractor agrees, at its sole expense, to procure and maintain during the term of this Contract, Workers Compensation insurance in accordance with statutory limits and Employers Liability at a limit of \$1,000,000 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 vendor/contractor.
- D. To the extent applicable, vendor/contractor 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. Vendor/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 vendor/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 vendor/contractor'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, vendor/contractor 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 vendor/contractor and any available proceeds in excess of specified minimum limits shall be available to Company.

2.9 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 Exhibit B to 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.

2.10 MISCELLANEOUS REQUIREMENTS

- A. 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.
- B. 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.
- C. 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.
- D. 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.

- E. 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.
- F. 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.
- G. 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. The Design-Builder shall be solely responsible for the satisfactory completion and quality of all work performed as determined by HCC.
- H. ALL work, services, or products developed must comply with ALL applicable City and County, State, and Federal rules, regulations, codes, and guidelines.
- I. HCC shall hold the Design-Builder liable for all the acts of its employees.
- J. Design-Builder shall ensure compliance with the "HCC Health and Safety Procedures" provided as Appendix E.
- K. Design-Builder agrees to remove any of its employees from the premises upon written request by HCC.
- L. 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.
- M. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. 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.
- R. 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.

2.11 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.

2.12 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.

2.13 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.

2.14 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 C Exhibit A: Payment Bond and Appendix C Exhibit B: Performance Bonds, (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.

2.15 GENERAL TERMS AND CONDITIONS

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

2.16 SPECIAL CONDITIONS

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

2.17 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/>

2.18 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 **5:00 p.m. HST on Friday, March 14, 2025**, 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 PARKING LOT EQUIPMENT UPGRADE PROJECT PROPOSAL

The Parking Lot Equipment Upgrade 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>)

ACKNOWLEDGEMENT FORM

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/RATE CARD

Offeror must prepare and submit an all-inclusive cost proposal on the attached Rate Card form, reference Appendix D, for all proposed equipment and/or material, the installation of the equipment and/or material, and completion of the Scope of Work as required by the RFP. Offeror must also include within the submitted cost proposal all design and construction labor rates.

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:

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.

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.

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 ACKNOWLEDGEMENT FORM

Offeror to review the Acknowledgement Form, provided as Appendix H to ensure all appropriate documents have been provided in proposal. Offeror should initial next to each line item, sign the document and provide it as a part of the proposal.

3.10 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 Company Information Background, Qualification, Experience, and References, Personnel Organization and Staffing	20%
Offeror's Installation Plan Specific, labor, equipment, and plan to be utilized	30%
Offeror's Logistics Plan Specific, labor, equipment, and plan to be utilized	20%
Offeror's Cost Proposal	30%

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 Appendices B and C. **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

APPENDIX B

**AIA DOCUMENT A105 – 2017 PROJECT DRAFT SAMPLE
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

DO NOT EXECUTE

APPENDIX C

AIA Document A141 – 2014

EXHIBIT A: AIA A312 – 2010 PAYMENT BOND

EXHIBIT B: AIA A312 – 2010 PERFORMANCE BOND

EXHIBIT C: SPECIAL CONDITIONS

EXHIBIT D: GENERAL CONDITIONS

DO NOT EXECUTE

APPENDIX D
RATE CARD / PROPOSAL FORM

DUE WITH PROPOSAL SUBMISSION

APPENDIX E

HAWAII CONVENTION CENTER – HEALTH & SAFETY PROCEDURES

APPENDIX F

AGREEMENT FOR RENTAL OF EQUIPMENT (WITHOUT OPERATOR)

APPENDIX G

**PROJECT SPECIFICATIONS & EXISTING BUILDING PLANS
EXISTING CONDITION PHOTOS**

APPENDIX H
ACKNOWLEDGMENT FORM

DUE WITH PROPOSAL SUBMISSION