

**REQUEST FOR PROPOSALS
FOR
MUSEUM DISPLAY CABINETS**

RFP No. 2024-8

HONOLULU, HAWAII

MARCH 2024

Proposal Due Date: April 19, 2024

**For Information, Contact Mari Tait,
Manager's Contracting Officer
at hccrfp@hccasm.com**

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NOTICE TO OFFERORS

AEG Management HCC, LLC a wholly owned subsidiary of ASM Global (“Manager” or “HCC”) is requesting proposals (“Proposals”) from qualified companies (“Offerors”) for a design and build project for the Fabrication and installation of two Museum Display Cabinets (the “Project”) at the Hawai’i Convention Center (“HCC”).

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 work at competitive rates. The rationale for this request for proposals (this “RFP”) is to promote and ensure the fairest, most efficient means to obtain the benefits of the most qualified responsive and responsible proposal. For the Manager 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, purchase, and replacement the chill water pipe re-insulation as specified in the Scope of Work herein.

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

Forms and information are available by contacting:

Contracting Officer – Ms. Mari Tait
AEG Management HCC, LLC/HCC
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 B. Interested parties should contact the Contracting Officer (as defined in Section 1.2 below) at hccrfp@hccasm.com to register by **March 25, 2024**.

Written questions regarding this RFP may be submitted via email to hccrfp@hccasm.com by **2:00 p.m. Hawaii Standard Time (“HST”) on March 29, 2024**.

Offerors must submit their complete proposal no later than **2:00 p.m., HST, on April 19, 2024**, via email to hccrfp@hccasm.com.

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.

SECTION 1 - GENERAL INSTRUCTIONS TO OFFERORS

1.1 DEADLINE FOR PROPOSALS

Proposals **MUST** be submitted via email to hccrfp@hccasm.com no later than **2:00 p.m. HST, on April 19, 2024.**

Facsimile proposals are not acceptable.

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

1.2 CONTRACTING OFFICER

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 Management HCC, LLC/HCC
1801 Kalakaua Avenue
Honolulu, HI 96815
hccrfp@hccasm.com

The Contracting Officer shall be the primary point of contact on the project for procurement and work-related issues.

1.3 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 Hawaii Convention Center 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 Manager, please visit <https://www.meethawaii.com/convention-center>.

1.4 PROCUREMENT TIMETABLE and SIGNIFICANT DEADLINES

The timetable set out herein represents Manager's best estimate of the schedule that will be followed in the RFP process. If an activity of the timetable, such as "Proposal Due Date for Receipt of Proposals" is delayed, the rest of the timetable dates may be shifted by the same number of days. Offerors will be advised, by addendum to the RFP, of any changes to the proposed timetable.

<u>Activity</u>	<u>Scheduled Date</u>
RFP Announcement	Sun, March 17, 2024
RFP Released and Open to Offerors	Mon, March 18, 2024
Register Date	Mon, March 25, 2024, 4:00pm
Pre-Proposal Conference Site Visit (mandatory)	Tue, March 26, 2024, 10:00am
Question Deadline	Fri, March 29, 2024, 2:00pm
Manager's Response to Offeror's Questions	Tue, April 2, 2024
Proposal Due Date	Fri, April 19, 2024, by 2:00pm
Notify Short-list Offerors	Fri, April 26, 2024
Best and Final Offers (optional)	Thurs, May 2, 2024
Contractor Selection/Award of Contract (tentative)	May 2024
Contract Execution Date (tentative)	May 2024
Contract Tentative Commencement Date (tentative)	May 2024

1.5 PRE-PROPOSAL CONFERENCE/SITE VISIT (Mandatory)

A mandatory pre-proposal conference – site visit will be held on **March 26, 2024, at 10:00 a.m. HST** at the Hawaii Convention Center. The purpose of the conference is to review Manager'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.

Offerors should be prepared to invite all consultants or sub-consultants to the Pre-Proposal Conference.

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 Manager's option, may be audio and/or videotaped by Manager. Attendees cannot audio and/or videotape the proceeding.

Offerors interested in attending the conference should contact the Contracting Officer. Attendees are to check-in at the HCC Lobby, street-level of the 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 Manager.

The conference shall be cancelled at the election of Manager 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 Pre-Proposal Conference and other occasions but are only intended as general direction and will not represent official Manager position.

Questions must be submitted in writing via email. All relevant written questions will receive an official written response from Manager and become addendums to the RFP. The only official position of Manager 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 by **2:00 p.m. HST, on March 29, 2024**. 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

Manager 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 Manager at any time if such cancellation is determined by HCC in its sole discretion to be in the best interests of Manager.

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 Manager's or HCC's part to return them to the original Offeror(s).

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

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

1.11 RULES OF CONTACT AND COMMUNICATIONS

As stated in Section 1.2, the Contracting Officer shall be the primary point of contact on the project for procurement and work-related issues throughout the term of the contract. Contact with Manager officials, employees, or representatives 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 Manager may result in disqualification. 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 Manager, may result in disqualification.

SECTION 2 – SCOPE OF WORK/SPECIFICATIONS

2.1 INTRODUCTION

Manager is seeking proposals to fabricate and install two Museum Display Cases at the Hawai'i Convention Center.

2.2 SCOPE OF WORK

This is a turn-key project. All aspects of design & 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 Conference/Site Visit, and pre-construction, inspect the work site, and identify existing conditions that may affect the execution of this scope of work.

Design-Builder 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.

The fabrication and installation of the Museum Display Cabinets will be a design-build project. The project will include the installation of new cabinets that complies with all fire and state building codes. Provide construction services to provide a complete turn-key project to fabricate and install Museum Display Cabinets.

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 HCC Projects Department.
- 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 Installation Plan

- a. Provide all Pre-Construction Services as required to perform on-site investigations to complete the design, confirm constructability approach, planning and logistics of the project.
- b. Provide and present to HCC an Installation 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 Installation Plan prepare, submit, and expedite Construction Documents for Building Permit Approval.
- 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 scope of work is coordinated for concurrent constructability.

2.2.5 Scope of Work Detail

- a. Supply and install two museum display cabinets.
- b. The cabinets will match the existing cabinets on 3rd Floor of HCC
 - a. Install clear vinyl "T" molding between every door.
 - b. Removable frame to access graphics and lights.
 - c. Magnetic catch at top of each glass door
 - d. Illuminated light box.
 - e. Laminate toe kicks with real stainless steel
 - f. Fixed Panels
 - g. 1/4" x 1/4" quirk wrapped around unit
 - h. Cutout as required for dehumidifier will be exposed inside case on each side of cases.
 - i. Glass door lock keyed alike for each panel
 - j. 1/2" thick tempered glass
 - k. Dehumidifier on pullout drawer with drip pan below.
 - l. Space conditioner on pullout drawer with drip pan below.
- c. Cabinet one size: Approximately 14' high x 25' long x 3' deep
- d. Cabinet two size: Approximately 14' High x 15' long and 3' deep
- e. Each cabinet will have 11' display cabinet glass doors and end chases for HVAC and electrical returns.

- f. Each cabinet will be equipped with a small HVAC unit to moderate interior temperature of the unit.
- g. Each cabinet will also be equipped with LED spot lighting and an LED backlight for signage at the top of the case.
- h. Each cabinet will have security alarm installed to tie into existing security system.
- i. CONTRACTOR will provide and install monitor at a minimum of 55" to display audio and video of exhibit.
- j. Case will be outdoor (under cover)
- k. Use Marine Grade Ply Core
- l. Use Exterior Grade Finish/Sealer
- m. Finish and Veneer specifications to match existing Convention Center Doors
- n. HCC will provide graphics and Design-Builder will provide signage for areas as needed. All sign(s) require HCC's approval.
- o. Provide all temporary utilities as required to continuously support and maintain all existing utilities during the execution of the work.

2.2.6 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 Bidders must include in his or her response to this Specification any design limitations or constraints in the performance of its 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 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 workdays, 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.

- 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. 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.
- H. 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.
- I. Design-Builder shall be responsible for any demolition work that might be necessary to accomplish the work.
- J. 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 upon the completion of the project.
- K. Final job walk shall be conducted with HCC representative and punch list items, if any, shall be completed and all closed out documents received before final payment is made.
- L. Along with the bids, the Design-Builder shall submit a Project Outline and 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.

- M. The Design-Builder shall be responsible for providing the exact function described herein and will be held to the operational criteria.

2.2.7 Principal Work in This Section

- A. The Work includes the design, supply, and installation of all components, specified or not, for the fabrication and installation of Museum Display Cabinets
- B. The Work also includes, all work as defined in the Overview of Scope above, and includes but is not limited to:
 - a. Provide construction services to provide a complete turn-key project to replace the existing system.
 - b. Address all remedial work if applicable.
 - c. Provide all temporary utilities as required to continuously support and maintain all existing utilities during the execution of the work.
 - d. Provide complete O&M Manuals.
 - e. Testing, Licensing & certificate's & permits as applicable.
 - f. Client training for the HCC staff, with Video records as applicable.
 - g. Client maintenance training.
 - h. Provide a service proposal.

2.2.8 Quality Assurance

- A. All equipment provided by Design-Builder should meet specifications listed here in.
- B. Design-Builder shall obtain instructions & training for installation from manufacturer of each product.
- C. Design-Builder shall allow and arrange for a technical representative or engineer from the fire suppression manufacturer to demonstrate the startup procedures with client in attendance.

2.2.9 Submittal

- A. 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.

B. 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.

C. Pre-Construction

- a. Provide field investigation of all existing conditions.
- b. Incorporate and coordinate field investigations with 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. Provide drawings identifying all terminals and illustrating all device wiring connections.
- h. Provide elevations and detailing plans.
- i. Provide operating instructions.

D. Post Construction

- a. Record Documents including As-Built Documents.
- b. All preconstruction shop drawings updated to as-build condition.
- c. Provide product cut sheets for all equipment used.
- d. Provide operating manuals.
- e. Provide Warranty information, for all materials should be provided with start date and duration of warranty period stated.

2.4 APPROVALS

- 2.4.1 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.
- 2.4.2 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. 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.

2.5 EXECUTION SCOPE OF WORK

2.5.1 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.

- D. All cable labels shall be machine printed heat shrink type. Hand-written labels are not acceptable. Labels shall indicate device number and destination. Labels shall be located on both ends of each cable.
- E. Install and dress all device's wiring neatly.
- F. Install all devices in accordance with manufacturer's instructions and recommendations. Assure all devices maintain signal continuity throughout entire system.
- G. Install all mounting brackets to the structure.

2.5.2 Demonstration and Training

- A. In-house maintenance. Provide competent, factory authorized personnel to instruct and train HCC engineering 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. Design-Builder shall supply two (2) printed sets and two (2) electronic copies of an Operations Manual & plans for the system. Manual must show all instructions, commands, screen shots and functions used in the course of operating the system in a normal or abnormal condition.
- D. Design-Builder shall supply two (2) printed sets and two (2) electronic copies of an Administration Manual for the system. Manual must show all instructions, commands, screen shots and functions used to administer the software and hardware.

2.5.3 Certification

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

2.5.4 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 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.

2.5.5 As Built Drawings

- A. The Design-Builder shall maintain a complete set of prints of design drawings on-site as the work on the exterior security camera system is being completed. As work is installed, Design-Builder shall update prints, in detail of location of work including all critical dimensions.
- B. Upon completion of the project, Design-Builder shall provide Manager with as-built drawings in Microsoft Visio format.
- C. The Design-Builder shall provide four (4) sets of as-built drawings, plus two (2) sets of Visio disks to Manager.

2.6 WAGE RATES AND OTHER FEES

2.6.1 Contractor 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.

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

2.6.3. Contractor shall include all taxes and fees in the pricing proposal.

2.7 INSURANCE

The successful Offeror shall be required to obtain and maintain insurance coverage continuously during the term of the agreement, as provided in the anticipated contract document, included in 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 Manager before any contract for this project is executed.

2.8 BONDING

The successful Offeror shall be required to obtain and maintain project performance and payment bonds continuously during the term of the project, as provided in the anticipated Contract document, included in Appendix B. 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 Manager before any contract for this project is executed.

2.9 MISCELLANEOUS REQUIREMENTS

2.9.1. Contractor 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. Contractor shall deposit trash into receptacles provided by Manager.

2.9.2. Contractor 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.

2.9.3. Contractor 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 Manager. Contractor 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.

2.9.4. Contractor shall pass on to Manager the benefit of any warranties or guarantees of all manufacturers, suppliers and subcontractor providing labor and/or materials in connection with the services.

2.9.5. Contractor shall maintain competent and sufficient staff assigned to the Project to perform the services specified. All Contractor employees assigned to the Project shall maintain a neat and professional appearance at all times while performing the services. If possible, Contractor's employees shall wear properly identified company uniforms at all times consisting of shirts with sleeves, long pants and appropriate shoes. Contractor's

employees shall be fully and properly clothed at all times while performing the duties set forth.

2.9.6. Contractor shall cooperate with Manager in obtaining and maintaining appropriate and necessary security clearances, if needed, for its employees in connection with the performance of the services.

2.9.7. Manager will provide adequate workspace and storage area at the HCC for use by the Contractor in performing the services required by this RFP.

2.9.8. The Contractor shall be solely responsible for the satisfactory completion and quality of all work performed as determined by Manager.

2.9.9. All work, services, or products developed must comply with All applicable City and County, State, and Federal rules, regulations, codes, and guidelines.

2.9.10 Manager shall hold the Contractor liable for all the acts of its employees.

2.9.11 Contractor shall ensure compliance with the "Hawaii Convention Center Health and Safety Procedures" provided as Appendix F.

2.9.12 Once the contract is awarded, the Contractor shall communicate directly with HCC's Contracting Officer regarding the performance of the Scope of Work, and Contractor shall cooperate fully with the Contracting Officer in every way.

2.9.13 Should a disagreement arise between the Contractor and Manager in regard to the work performance of specific service requirements within the contract specifications, the directives of Manager shall prevail. Contractor's failure to comply with Manager's directives shall be deemed cause for corrective action and subject to contractual remedies.

2.9.14 Should the Contractor discover any discrepancy in the specifications, the Contractor shall immediately notify the Manager before proceeding any further with the work, otherwise, the Contractor will be held responsible for any cost involved in correction of work placed due to such discrepancy.

2.9.15 If any work is not in full compliance with these Specifications, the Contractor shall make all necessary corrections to the full satisfaction of Manager and at no additional cost to Manager. The Contractor shall perform corrective work within the period allowed by the Contract Documents or Manager.

2.9.16 The Contractor shall immediately remedy any defects caused by negligence of the Contractor or its employees. The Contractor shall exercise care and shall provide all necessary protection to prevent injury and/or damage.

2.9.17 The Contractor 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.

2.9.18 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 Contractor shall carefully read and strictly comply with its requirements.

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

2.10 MANDATORY CLEARANCES

All of Contractor'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.

2.11 INSPECTIONS

Manager shall be allowed to monitor the Contractor's job performance at any time. Manager may require the Contractor to accompany its designated representative in conducting evaluations.

2.12 REMOVAL OF EMPLOYEES

Manager reserves the right to ask the Contractor 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 Manager, consuming alcoholic beverages on the premises, and unauthorized or illegal activity.

2.13 FORM OF CONTRACT AND PRECEDENCE OF DOCUMENTS

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

2.14 GENERAL TERMS AND CONDITIONS

At all times, the Contractor shall comply with the General Terms and Conditions provided herein as Appendix B.

2.15 SPECIAL CONDITIONS

At all times, the Contractor shall comply with the Special Conditions provided herein as Appendix B. Note that the Special Conditions amend, replace, and add to the terms within the Contract and the General Conditions.

2.16 HCC HEALTH AND SAFETY PROCEDURES

The Contractor is responsible for providing adequate orientation, supervision and training of all employees working at the Hawaii Convention Center. All Contractor's employees

must be familiar with the layout of the Hawaii Convention Center and comply with Appendix F – 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/>

2.17 RENTAL EQUIPMENT

HCC rents certain equipment that its Contractor may utilize in the Contractor's services. In such instances, the Agreement for Rental of Equipment (Without Operator) form, provided herein as Appendix G, 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 similar to the one attached to this RFP in Appendix B (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

Manager 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 Work. Any proposal offering any other set of terms and conditions contradictory to those included in the RFP may be disqualified without further notice. Manager 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 hccrfp@hccasm.com no later than **2:00 p.m., HST, on April 19, 2024**, 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 Manager 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 Manager 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 to facilitate eventual public inspection of the non-confidential portion of the proposal. Manager 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 Manager and may be returned only at Manager's option.

3.6 MUSEUM DISPLAY CABINETS PROPOSAL

The MUSEUM DISPLAY CABINETS 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

ACKNOWLEDGEMENT FORM

CERTIFICATE OF VENDOR COMPLIANCE via Hawaii Compliance Express
(<http://vendors.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 Manager with a broad understanding and aspects of the proposal.

3.6.3 BACKGROUND, QUALIFICATIONS AND EXPERIENCE

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

- A. Background of the Contractor, i.e. services offered, size, resources, years in business, location, State of Hawaii presence, State of incorporation, etc.
- B. Brief description of Contractor's qualifications to perform "Scope of Work" requirements.
- C. List relevant similar installations undertaken within the past five (5) years, indicating at a minimum: owner, owner'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, and e-mail address.

3.6.4 PERSONNEL ORGANIZATION AND STAFFING

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

- A. Contractor'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 SUBCONTRACTORS AND SUPPLIERS

Offeror must submit a list of all subcontractors 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 HCC which includes, at a minimum, a comprehensive description of the plan which will be utilized to comply with the Scope of Work required by the RFP.

Contractor may include options in its proposal that include alternative designs, equipment, methods and/or materials that address the scope of work provided herein. If the Contractor includes alternative designs, equipment, methods and/or materials, the Contractor shall specify the advantages and disadvantages of the proposed alternative

designs, equipment, methods and/or materials as it relates to the repair, upgrade, renovation, or improvement of the equipment and specifications.

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 similar to the Rate Card included in Appendix C.

3.6.8 ACKNOWLEDGEMENT FORM

Offeror must complete the Acknowledgement Form, referenced in Appendix F, to acknowledge that the offeror has reviewed all items in the RFP

3.6.9 CERTIFICATE OF VENDOR COMPLIANCE

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

3.6.10 ADDITIONAL QUESTIONS/REQUESTS FOR INFORMATION

In addition to the above, the Offeror must prepare and submit information and/or answers to any additional questions or requests that Manager requires.

3.7 CONTRACTOR'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 Manager 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 Manager 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 Manager to perform all evaluation requirements. The committee will be composed of individuals with knowledge of the requirements identified in the RFP. Manager 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

Manager shall conduct an initial review of Offeror's proposal. The review will determine if Offeror adequately addressed the "Scope of Work" 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)**

Manager 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.

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.....	15%
Offeror's Implementation Plan.....	40%
Offeror's Cost Proposal	30%

4.5 EVALUATION SCORING SYSTEM

The evaluation categories are assigned a value weight percentage, as determined by Manager, 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 with the lowest costs will receive the highest available rating allocated to costs. Each proposal that has a higher cost than the lowest will have a lower rating for costs.

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 Manager and provided at the earliest date.

5.3 CONTRACT EXECUTION REQUIREMENTS

5.3.1 AGREEMENT (CONTRACT) DOCUMENTS

The Contract shall be executed by Manager and the successful Offeror ("Contractor"). 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 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 C. **Do not complete or execute the "sample" contract.**

5.3.2 GENERAL CONDITIONS

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

5.3.3 SPECIAL CONDITIONS

The Special Conditions are attached as Appendix E and shall be part of the Contract Documents.

5.3.4 PROOF OF REQUIRED PERMITS

If permits are required for completion of the subject Project, the successful Offeror must obtain and submit to Manager's Contracting Officer proof of all required permits ("Proof of Required Permits"). The Proof of Required Permits shall be submitted to Manager'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 Manager.

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, Manager 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 Manager, or within such time as Manager 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 Manager.

5.4 CONTRACT COMMENCEMENT DATE

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

5.5 PROTESTS

Bid protests, as described in Chapter 7 of HRS 103D, will not be considered by Manager. 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 Manager, 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

SAMPLE SCHEDULE - TO BE ISSUED AFTER CONTRACT AWARDED

NAME OF PROJECT
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	
1	Monday	1	July	2020	Yes	Yes	Yes	
2	Tuesday	2	July	2020	Yes	Yes	Yes	
3	Wednesday	3	July	2020	Yes	Yes	Yes	
4	Thursday	4	July	2020	Yes	Yes	Yes	
5	Friday	5	July	2020	Yes	Yes	Yes	
6	Saturday	6	July	2020	Yes	Yes	Yes	
7	Sunday	7	July	2020	Yes	Yes	Yes	
8	Monday	8	July	2020	Yes	Yes	Yes	
9	Tuesday	9	July	2020	Yes	Yes	Yes	
10	Wednesday	10	July	2020	Yes	Yes	Yes	
11	Thursday	11	July	2020	Yes	Yes	Yes	
12	Friday	12	July	2020	Yes	Yes	Yes	
13	Saturday	13	July	2020	Yes	Yes	Yes	
14	Sunday	14	July	2020	Yes	Yes	Yes	
15	Monday	15	July	2020	Yes	Yes	Yes	
16	Tuesday	16	July	2020	Yes	Yes	Yes	
17	Wednesday	17	July	2020	Yes	Yes	Yes	
18	Thursday	18	July	2020	Yes	Yes	Yes	
19	Friday	19	July	2020	Yes	Yes	Yes	
20	Saturday	20	July	2020	Yes	Yes	Yes	

APPENDIX B

**OR AIA Document A105 – 2017 Standard Short Form
of Agreement Between HCC and Contractor.**

AIA Document A312 - 2010 Payment Bond.

AIA Document A312 – 2010 Performance Bond

General Terms & Conditions

Special Conditions (Amending General Terms and Conditions)

DO NOT EXECUTE

DRAFT AIA® Document A105® – 2017

Standard Short Form of Agreement Between Company and Contractor

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Company:
(Name, legal status, address and other information)

« AEG Management HCC, LLC » « a Delaware Limited Liability Company » « »
« 1801 Kalakaua Avenue »
« Honolulu, Hawaii 96815 »
« »

and the Contractor:
(Name, legal status, address and other information)

TBD « »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

« Fabricate and Install two Museum Display Cases.»
« »
« »

The Company and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Contract signed by the Company and Contractor;
- .2 The Special Conditions (attached hereto as Exhibit "A")
- .3 General Conditions (attached hereto as Exhibit "B")
- .4 RFP 2024-8 Museum Display Cases attached Hereto as Exhibit "C")
- .5 Contractor's Proposal dated MO/DA/YR, to the RFP, including the Equipment and Installation Plan, Implementation and Training Plan
- .6 Any written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement »

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Scope of Work described herein in its entirety

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be indicated in a written "Notice to Proceed" letter.
(Insert the date of commencement if other than the date of this Agreement.)

«Commencement date will be the date of this agreement »

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Scope of Work:
(Check the appropriate box and complete the necessary information.)

[☒] Not later than () calendar days from the date of commencement.

[☐] By the following date: «June 30, 2024 »

§ 2.4 Liquidated Damages:

The Contractor's failure to substantially complete the Scope of Work within the time period set forth in Section 2.3 shall result in liquidated damages in the amount of \$100 per day.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

(\$ « TBD »)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
N/A	N/A

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Company:

(Identify the accepted alternates. If the bidding or proposal documents permit the Company to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:

(Identify each allowance.)

Allow 2 Labor Days for unscheduled work stop days , as notified by Company or on the actual day, or as communicated at an OAC meeting.

Item	Price
2 days labor stop	Included in the contract

§ 3.5 Unit prices, if any, are as follows:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment, Company shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

«4.1.1 – The period covered for each payment application shall cover 1 (one) calendar month, ending on the last calendar month.

4.1.2 – The Company will pay the contractor in full minus Five Percent (5%) retainage for each calendar month payment application, certified by Company, until such a time that the contract is past Fifty Percent (50%) complete, the retainage will then reduce to Zero Percent (0%) until the contract is complete and Substantial Completion is achieved. If the contractor's progress is not satisfactory, then Company will continue to withhold 5% of the amount due on the contract, even after 50% of the contract is completed.

4.1.3 – Application for payment shall show the percentage of completion of each portion of the work, as of the end of the period covered by the application for payment.»

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
(Insert rate of interest agreed upon, if any.)

«N/A » % « »

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than «one million dollars » (\$ «1,000,000.00 ») each occurrence, «two million dollars » (\$ «2,000,000.00 ») general aggregate, including products completed operations and personal and advertising injury. Commercial General Liability insurance on a per occurrence basis, shall include: (i) Broad form property damage; (ii) Contractual liability insurance, as part of the commercial general liability policy, insuring the Contractor's liabilities assumed under this Contract, including indemnification obligations under Section 8.12; and (iii) a follow form umbrella or excess liability with at least «5,000,000.00 »

§ 5.1.2 Automobile Liability covering vehicles owned, leased, hired and non-owned vehicles used, by the Contractor, with policy limits of not less than «one million » (\$ «1,000,000.00 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage. Automobile Liability insurance shall include coverage for automobile contractual liability.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers. All such insurance shall be primary and non-contributing to insurance maintained by Company.

§ 5.1.4 Workers' Compensation at applicable statutory limits, and Employers's Liability with policy limits not less than one million dollars (\$1,000,000.00) each accident, and one million (\$1,000,000.00) each employee, including a Waiver of Subrogation in favor of Company, AEG Venue Management Holdings, LLC, ASM Global Parent, Inc., State of Hawai'i, Hawai'i Tourism Authority (HTA), and their respective affiliates, licensees, lenders, agents, representatives, successors and assigns, (hereinafter referred to as "Company Indemnitees"), unless not permitted by applicable law.

§ 5.1.5 Intentionally omitted

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis, including a Waiver of Subrogation in favor of Company.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
Professional Liability/Errors and Omissions Insurance	One Million dollars (\$1,000,000.00 each claim occurrence.
Personal Property Insurance	Value of Contractor's personal property, tools, equipment, and other property

Professional Liability/Errors & Omissions Insurance shall be for protection of claims arising out of negligent acts, professional services/errors, and omissions by or for the Contractor. The **Personal Property insurance** shall include a **Waiver of Subrogation** in favor of the Company Indemnitees.

§ 5.2. Intentionally Omitted

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, Contractor shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Company's property insurance policy, the Contractor waives all rights against Company and any of its subcontractors, suppliers, agents, and employees and consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

§ 5.6 All of the insurance in Article 5 shall be subject to the following terms, conditions, and endorsements.

§ 5.6.1 Insurer. The insurance shall be purchased from a company with an "A-:IX" or better rating from A.M. Best Company, where said insurance company is both lawfully able to provide insurance in the State of Hawaii and that is satisfactory to the Company.

§ 5.6.2 Additional Insureds Endorsements. All insurance, except the workers compensation and professional liability insurance, shall include the Company Indemnitees as additional insureds. Commercial General Liability shall be under ISO Form CG 2010 and Form CG 2037 or their equivalents. These endorsements shall apply without regard to other provisions of this Agreement.

§ 5.6.3 Primary Insurance. The commercial general liability insurance under Section 5.1.1, the automobile liability insurance under Section 5.1.2 shall apply as primary insurance, without any right of contribution by any other insurance that may be carried by the Company regarding the Work under this Agreement. Any general liability or automobile liability insurance purchased by the Indemnitees is, or has been, specifically purchased as excess over any general liability or automobile liability purchased by the Contractor.

§ 5.6.4 Severability of Interest. The insurance shall include a severability of interest clause for all named insureds and additional insureds.

§ 5.6.5 Duration. Coverage shall be maintained, without interruption, from the date of commencement of the Contractor's Services under this Agreement and shall continue for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies. The insurance obligations shall survive the expiration or termination of this Agreement.

§ 5.6.6 Notice of Cancellation, Etc. The Contractor's insurer shall give the Company immediate written notice of any cancellation in accordance with the policy terms but shall provide at least 10 days' written notice for

non-payment of premium. The Contractor shall be required to immediately notify Company of any termination, of coverage or if its coverage no longer meets the requirements of this Agreement by registered or certified mail, return receipt requested.

§ 5.6.7 Defense. The insurance obtained by the Contractor, except for professional liability and workers compensation insurance, shall provide that the insurer shall defend any suit against the additional insureds, even if such suit is allegedly or frivolous or fraudulent. Defense costs shall apply more than any per occurrence limit of liability and shall not reduce any aggregate limits of liability applying under the policies.

§ 5.6.8 Delivery of Certificates and Policies. Original certificates of insurance and all requested endorsements, in a form acceptable to the Company, must be filed with the Company prior to commencement of the Contractor's Services. The Contractor's certificate of insurance shall be endorsed as follows: *"The Company Indemnitees (as defined in Section 5.1.5) are named as additional insureds for all insurance except the workers compensation and the professional liability insurance. This insurance is primary to and non-contributing with any and all insurance of the Company Indemnitees."* The Certificate Holder box shall identify the name and address of the Company listed on the first page of this Agreement. With respect to insurance coverage required to remain in force after final payment, the Contractor shall annually submit certificates of insurance evidencing continuation of such coverage. The Contractor shall submit copies of the policies within seven days following a request from Company.

§ 5.6.9 Lapse in Insurance. Failure to maintain insurance shall constitute a material breach of this Agreement. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the Company receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the Company may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

§ 5.6.10 Subcontractors. If the Contractor subcontracts a third-party sub-consultant to complete any portion of this Agreement, the Contractor shall ensure that the sub-consultant shall provide all necessary insurance and shall name the Company Indemnities and the Contractor listed as additional insureds. The Contractor shall provide such insurance documents to the Company on behalf of sub-consultant.

§ 5.6.11 Non-Waiver. PERMITTING THE CONTRACTOR TO START WORK OR RELEASING ANY PAYMENT PRIOR TO COMPLIANCE WITH THESE REQUIREMENTS SHALL NOT CONSTITUTE A WAIVER THEREOF.

§ 5.7 Waiver of Subrogation

The Contractor waives all rights of recovery against the Company Indemnitees for any losses covered by insurance except for the Professional Liability policy. The Contractor agrees to defend and indemnify the Company Indemnitees from all such subrogation claims.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract (including all Exhibits) represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" and "Scope of Work" means the design, construction, installation and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the entire Scope of Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by an Architect or Engineer, if any are instruments of the Architect or Engineer's service for use solely with respect to this Project. The Architect or Engineer shall retain all common law, statutory, and other reserved

rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect or Engineer.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

« »

ARTICLE 7 COMPANY

§ 7.1 Information and Services Required of the Company

§ 7.1.1 If requested by the Contractor, the Company shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Company shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Company shall furnish to the Contractor reasonable evidence that the Company has made financial arrangements to fulfill the Company's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Company provides such evidence.

§ 7.2 Company's Right to Stop the Work

§ 7.2.1 If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Company may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.2.2 Company shall, at its convenience, have the right to stop work due to an event or any other circumstance. If Contractor believes that it has been impacted by the stop work order, Contractor may submit the reasons it believes it has been impacted via a change order.

§ 7.3 Company's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Company to commence and continue correction of such default or neglect with diligence and promptness, the Company may, without prejudice to other remedies, correct such deficiencies. In such case Company may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Company for the cost of correction.

§ 7.4 Company's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Company reserves the right to perform construction or operations related to the Project with the Company's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Company's own forces and separate contractors employed by the Company.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Company. Before commencing activities, the Contractor shall (1) take field

measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Company.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare, and submit for the Company's information a Contractor's construction schedule for the Work. Said Contractor's construction schedule shall comply with Company's proposed installment schedule, which was attached as part of Appendix B to the RFP, and any subsequent amendments thereto, if any.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Company, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Company has made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Company that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Company, or shall be transferable to the Company, and shall commence in accordance with Section 12.5.

§ 8.5.1 Manufacturer's warranties and subcontractor's warranties shall not relieve the Contractor of any of its warranty obligations under the Contract Documents. Contractor agrees to provide the specific equipment warranty periods listed in Exhibit "F" and identified in Article 1 hereinabove.

§ 8.5.2 If there is a conflict within the Contract Documents for the warranty period, the longest duration of time stated shall govern, and in any event is not less than one (1) year of warranty for any item, starting from the date of Substantial Completion or date of completing any defective work, whichever is the latter. As work required by warranty is the complete, rework, repair or replacement of Work not properly performed, or the result of defective material or workmanship, Company will not compensate the Contractor or subcontractors and material and equipment suppliers for the warranty work.

§ 8.5.3 All warranty items are the responsibility of the Contractor. When warranty items become apparent, Company will notify the Contractor or appropriate subcontractor. The Contractor shall cause Work to commence on any warranty items within seven (7) days. If the warranty item(s) are impacting safety or rendering the Project or a portion of the Project unfit for its intended use, the Contractor shall take all measures to resolve the warranty item(s) immediately. This shall include the acceleration of labor, material, and equipment, all to implement the resolution, regardless of cost. All costs associated with the resolution of the warranty issue(s) shall remain the responsibility of the Contractor.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify Company in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to Company shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Company. Contractor and all Contractor's employees on the Hawai'i Convention Center's premises shall also conform to Hawai'i Convention Center's Health & Safety Procedures.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

§ 8.12.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Company Indemnitees, from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its sub-consultants or contractors), expense and liability of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation), that arise directly or indirectly, in whole or in part, from (a) the Services under this Agreement, or any part of such Services, and (b) any negligent, reckless, or willful act or omission of the Contractor, any sub-consultant or contractor, anyone directly or indirectly employed by them, or anyone that they control, except to the extent due to the gross negligence or willful misconduct of the Company Indemnitees as determined by a third-party trier of fact. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this paragraph.

§ 8.12.2 The Contractor shall defend the Company Indemnitees using counsel selected by the Contractor and approved by the Company. The Contractor's obligations shall include the obligation to pay reasonable attorneys' fees and costs in connection with such defense.

§ 8.12.3 The Contractor shall also indemnify, defend and hold harmless all Company Indemnitees from all suits or claims by a third party for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the Company Indemnitees of articles or services to be supplied in the performance of the Contractor's Services under this Agreement. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of the Agreement.

ARTICLE 9 Project Administration

§ 9.1 Company will provide administration of the Contract as described in the Contract Documents Company will have authority to act on behalf of the Company only to the extent provided in the Contract Documents.

§ 9.2 Company will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 Company will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. Company will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Company's observations and evaluations of the Contractor's Applications for Payment, Company will review and certify the amounts due the Contractor.

§ 9.5 Company has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 Company will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from Contractor, Company will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of Company will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Company, without invalidating the Contract, may order changes in the Scope of Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. The Contractor is to obtain approval from the Company prior to commencing any work. If the Company and Contractor cannot agree to a change in the Contract Sum, the Company shall pay the Contractor its actual cost, plus reasonable overhead, and profit.

§ 10.2 Company may authorize or order minor changes in the Scope of Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment. The Contractor is to obtain approval from the Company prior to commencing any work.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment. The Contractor is to notify the Company of any delays as soon as it is known.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Company to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Company an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Company may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Company, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Company no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Company shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Company's interests.

§ 12.3 Reserved.

§ 12.4 Progress Payments

§ 12.4.1 Upon receipt of the Contractor's Application for Payment, the Company shall either (1) notify the Contractor in writing of its reasons for withholding payment within 15 days or (2) make payment within 30 days in the manner provided in Article 4 of the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Company, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Company shall not have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A progress payment, or partial or entire use or occupancy of the Project by the Company shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Company can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Company and the Company will inspect to determine whether the Work is substantially complete. When the Company determines that the Work is substantially complete, the Company shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, Company will inspect the Work. When the Company finds the Work acceptable and the Contract fully performed, Company will either promptly issue a final Payment if Contractor has complied with the requirements set forth under Section 12.6.2 or this Agreement or notify Contractor

that final Payment will be issued once Contractor complies with the requirements set forth in Section 12.6.2 of this Agreement .

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Company releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Company as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Company may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

In the event that Manager's management contract with the Hawaii Tourism Authority (HTA) is terminated by HTA or the State due to the expiration of the management contract, the Contractor agrees that this Contract in its entirety shall be assigned to the HTA, and HTA will thereafter assume the obligations of Manager for the remainder of the term of this Contract. In the event this Contract is assigned to HTA, the Contractor agrees to continue to provide the work required by the terms of this Contract under the terms stated herein, and for the compensation agreed upon herein.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If Company requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Company shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Company shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Company, terminate the Contract and recover from the Company payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Company for Cause

§ 16.2.1 The Company may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials.
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors.
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Company may without prejudice to any other rights or remedies of the Company and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Company may deem expedient.

§ 16.2.3 When the Company terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Company. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Company for Convenience

The Company may, at any time, terminate the Contract for the Company's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

« Contractor shall be required to obtain and maintain in full force at all times during the contract Term, performance and payment bonds in the amount of the contract, meeting all statutory requirements of the State of Hawaii from an approved bonding company that is licensed and authorized to do business in the State of Hawaii. The form and substance of such bonds shall be AIA Documents A312-2010 Performance Bond and A312-2010 Payment Bond. »

This Agreement entered as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

« »

COMPANY *(Signature)*

« Teri (Nishimura) Orton, » « General Manager »

(Printed name and title)

CONTRACTOR *(Signature)*

« » « »

(Printed name and title)

LICENSE NO.:

JURISDICTION:

DRAFT AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

«

SURETY:

(Name, legal status and principal place of business)

« »« »

« »

MANAGER:

(Name, legal status and address)

Teri (Nishimura) Orton
General Manager
Hawai'i Convention Center/ASM Global
1801 Kalakaua Ave
Honolulu, HI 96815
Phone: 808-943-3512
Fax: 808-943-3513
Email: torton@hccasm.com

CONSTRUCTION CONTRACT

Date: «TBD»

Amount: \$ «»

Description:

Fabricate and Install two Museum Display Cases.»

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ «»

Modifications to this
Bond:



100% of
Contract
Amount



See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and « » « »

Title:

Signature:

Name and « » « »

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »

« »

MANAGER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

«Teri Orton »

«General Manager »

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Manager or other party shall be considered plural where applicable.



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« »

«Hawai'i Convention Center/ASM
Global »

« »

« »



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Manager for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Manager Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Manager first provides notice to the Contractor and the Surety that the Manager is considering declaring a Contractor Default. Such notice shall indicate whether the Manager is requesting a conference among the Manager, Contractor and Surety to discuss the Contractor's performance. If the Manager does not request a conference, the Surety may, within five (5) business days after receipt of the Manager's notice, request such a conference. If the Surety timely requests a conference, the Manager shall attend. Unless the Manager agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Manager's notice. If the Manager, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Manager's right, if any, subsequently to declare a Contractor Default;
- .2 the Manager declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Manager has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Manager to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Manager has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Manager, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Manager for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Manager and a contractor selected with the Manager's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Manager the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Manager as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Manager and, as soon as practicable after the amount is determined, make payment to the Manager; or
- .2 Deny liability in whole or in part and notify the Manager, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Manager to the Surety demanding that the Surety perform its obligations under this Bond, and the Manager shall be entitled to enforce any remedy available to the Manager. If the Surety proceeds as provided in Section 5.4, and the Manager refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Manager shall be entitled to enforce any remedy available to the Manager.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Manager shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Manager to the Surety shall not be greater than those of the Manager under the Construction Contract. Subject to the commitment by the Manager to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Manager or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Manager or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Manager or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Manager to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Manager in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Manager and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Manager Default.** Failure of the Manager, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Manager and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Manager shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

« »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature:

Name and Title: « »« »

Address: « »

SURETY

Company: (Corporate Seal)

Signature:

Name and Title: « »« »

Address: « »

DRAFT AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

«
»

SURETY:

(Name, legal status and principal
place of business)

« »« »
« »

MANAGER:

(Name, legal status and address)

Teri (Nishimura) Orton
General Manager
Hawai'i Convention Center/ASM Global
1801 Kalakaua Ave
Honolulu, HI 96815
Phone: 808-943-3512
Fax: 808-943-3513
Email: torton@hccasm.com

CONSTRUCTION CONTRACT

Date: «TBD »

Amount: \$ «»

Description:

« Fabricate and Install two Museum Display Cases.»

« »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond:

«X»

100% of
Contract
Amount

« »

See Section
18

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Manager or other party shall be considered plural where applicable.

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CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and _____

Title: _____

Signature: _____

Name and _____

Title: _____

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:« »
« »**MANAGER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

«Teri Orton »
«General Manager »

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Manager to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Manager from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Manager Default under the Construction Contract, the Surety's obligation to the Manager under this Bond shall arise after the Manager has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Manager or the Manager's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Manager has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Manager against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Manager to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Manager, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Manager to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Manager accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Manager's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Manager, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Manager shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Manager or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Manager shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Manager and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Manager Default.** Failure of the Manager, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Manager and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Manager shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

<< >>

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and Title:

Address:

<<>>

Signature:

Name and Title:

Address:

<< >><< >>

<< >>

APPENDIX C

PROPOSAL FORM – RATE CARD

DUE WITH PROPOSAL SUBMISSION

RFP 2024-8 Museum Display Cases
for Hawai'i Convention Center

PROPOSAL FORM - Rate Card

Project Cost	\$ COST					
Materials	0.00					
Labor	0.00					
Hours to complete project	0.00					
Removal/Disposal existing equipment	0.00					
Drawings	0.00					
Lift Rentals	0.00					
Removal/Disposal existing equipment	0.00					
Shipping	0.00					
Training						
Project Net Cost	0.00					
Margins and Adjustments						
General Conditions	0.00					
Bond & Insurance	0.00					
Overhead and Profit	0.00					
General Excise Tax	0.00					
Margins and Adjustments Total	0.00					
Soft Costs						
Design and Engineering	0.00					
Permit Fee	0.00					
Project Management	0.00					
Project Contingency	0.00					
Total for Soft Costs	0.00					
Total Cost for Project	0.00					
Schedule of rates / Per Hours	YR					
Lead Designer	0.00					
Assistant Design	0.00					
Administration for Design	0.00					
Mechanical Engineer	0.00					
Electrical Engineer	0.00					
Site Supervisor / Lead PM	0.00					
Journeyman Trade	0.00					
General Trade	0.00					

APPENDIX D

HCC Health & Safety Procedures

HAWAII CONVENTION CENTER
HEALTH & SAFETY PROCEDURES - 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. Fire, Health, and Safety - General Rules
- IV. Equipment Safety
- V. Hazardous Works and Materials
- VI. Special Requirements
- VII. General Do's and Don'ts

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, regardless of the owner, 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.

The Contractor is required to present license/certification of specific individuals who will operate any of HCC's lift equipment, in accordance with applicable state and federal OSHA regulations and HCC Safety Policies.

The Contractor is required to ensure proper license/certification is current, lawful and held by any individual operating lift equipment not owned by HCC.

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 and certified, as applicable, 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.

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**

The Contractor must issue a list of all workers who will enter the Facility's premises by a company official. The list is provided to the Security Department prior to an employee or agent being authorized access to the premises.

Workers must identify themselves at the Security checkpoint entrance to the Facility. Verification will be by the submitted name list. Contractors should provide their workers with a nametag 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 Check-In 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" to 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. **FIRE, HEALTH AND SAFETY - GENERAL RULES**

SMOKING IS STRICTLY PROHIBITED IN ALL AREAS OF THE FACILITY EXCEPT IN THE DESIGNATED SMOKING AREA.

Contractors and contractor's employees must abide by the Facility current COVID-19 protocols and procedures.

The contractor MUST appoint a responsible person to coordinate and ensure all safety measures and MUST be present at the project site at all times.

HCC/AEG designated management personnel will brief the contractor on the facility's firefighting system, fire detection system and evacuation routes and the Facility work safety 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.

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

All workers are to be properly dressed based on the safety guidelines with proper shoes or boots.

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.

IV. **EQUIPMENT SAFETY**

Any moving vehicle (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 or boom lift must wear a hardhat and eye protection. A safety harness is required when using 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. Operators must present current certification at Security Check-in and obtain a wristband authorizing use of lifts owned by HCC.

Transporting lifts to another level, through the Facility freight elevators require pre-approval and scheduling of an elevator operator through the Facility.

No vehicles or pallet jacks are allowed to be operated on the green, slate tile floor areas without pre-approval. Necessary preparations are required.

V. **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 MSDS sheets available in each department and Security Base. Contractors are responsible for disposing of any hazard chemical brought onto HCC property.

VI. **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. This type of work should be 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. Construction Barricades

The Contractor may be required to provide a section of boarding or construction barricades 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/ alteration of boarding, the Contractor will submit a detailed plan showing the proposed form/ location of boarding for approval by the Facility.

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.

VII. GENERAL DO'S AND DON'T'S

1. Only authorized subcontractors and their employees are permitted to operate and conduct business within the Facility. The Director of Operations will determine authorized contractors.
2. Children under eighteen (18) years of age are not permitted in work areas.
3. This is a State-owned building and therefore it is a NO SMOKING facility. Smoking is prohibited in all areas of the Facility except in the designated smoking areas. The designated smoking area is located in the ma uka/Waikīkī corner of the parking garage. Contract employees are prohibited from using the Porte Cochere or Kahakai Drive as a smoking or break area.
4. Contractor must stay in designated job site areas only and must not stray to any other areas of the Facility under any circumstances. At the end of the shift, contractors are not allowed to remain on property or at their vehicles.
5. No Contractor is allowed, at any time, in the client, guest/public areas of the Facility nor be allowed to use any guest elevator or restroom in the Facility.
6. ALL contractor workers are required to sign in and out of the building at Security Check-In located on the intermediate level. Workers are required to sign in and obtain an identification wristband while on Facility property. Workers are required to return to Security Control and sign out at the end of their work shift.
7. All signs and traffic markings must be obeyed in the parking garage.

8. There is no overnight parking allowed unless prior arrangements have been made with the Director of Security. 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 will be charged for each day the vehicle is parked. Vehicles left overnight without authorization will be towed at owner's expense.
9. 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.
10. Contractor will maintain complete separation of construction areas for existing functions for airborne contaminants, dust control, noise, waste and all OSHA safety standards.
11. Contractor is responsible for the protection of his work and adjoining areas.
12. Contractor will maintain clear egress in corridors at all times during construction until completed or approved alternative route is established.
13. Under no circumstances may any exterior door be blocked open
14. Contractor shall use designated loading dock area only for the receiving of goods. Loading docks will be used for active unloading and loading only. Dock reservations are required and can be made through docres@hccasm.com. No vehicles will be parked in the loading dock. No deliveries through the front entrance are allowed.
15. Contractor must park in the area designated by the Facility.
16. There will be no alcohol, beer, wine or drugs consumed on the job site or during the workday whatsoever.
17. Meals are to be consumed only in the Lunch Room located on the Parking Level to the rear of Elevators 4 & 5.
18. 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.
19. 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.
20. The Facility is not responsible for the Contractor's property.
21. 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.
22. 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.
23. Proper protective safety equipment shall be worn at all times. (No open toe shoes, slippers, etc.)
24. 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.

25. Contractors are not permitted to fraternize with Facility employees, clients, guests or patrons.
26. The use of portable radios, stereos is strictly prohibited.
27. Violation of these policies will be documented and reported to Facility management for appropriate action

Revised: 2/2023

APPENDIX E

Agreement for Rental of Equipment (Without Operator)

AGREEMENT FOR RENTAL OF EQUIPMENT (Without Operator)

This Agreement is entered into effective _____ between the Hawai'i Convention Center ("HCC"), State of Hawai'i, through AEG Management HCC, LLC. and its General Manager, and

_____, ("Renter"),

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

1. AEG Management HCC, LLC manages the Hawai'i Convention Center ("HCC") under a management contract with the State of Hawaii ("State"). The State has purchased certain equipment for use by AEG Management HCC, LLC in performance of its contract. The equipment rented hereunder is State property, being rented by AEG Management HCC, LLC on behalf of the State and for the convenience and use of the Renter.
2. The Renter is a contractor, licensee or a sub-contractor of a licensee that has been contracted or licensed to conduct an event or vendor performing procured services at the Hawai'i Convention Center.

3. Equipment Rented.

HCC agrees to permit the Renter to utilize within the confines of the 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 the 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 the Hawai'i Convention Center and its immediate surroundings

- within the area(s) pre-approved by HCC 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.
 - Provide prior to use. Must be presented in advance of the rental operation.
 - Must be presented to the Human Resources Director or their designee for approval.
 - The Reachmaster lifts require certification from Reachmaster.
 - All other lifts require certification of hands-on operation. No on-line certification.
- d. All operators of lifts (except forklifts) must always provide and wear their own safety harness and hard hat. They must be properly tied in at all times when using the lift, even when the lift is being moved from one location to another.
- e. Check-in at Security Base. Ensure that the equipment is fully operational upon acceptance of the equipment and submit the related HCC form to the HCC Manager or their designee.
- f. Immediately halt use of any equipment and bring to the attention of the HCC Manager any equipment operating deficiencies or problems.
- g. Ensure that equipment is under positive control of the Renter at all times and that no unauthorized individuals are permitted to utilize the equipment.
- h. 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.
- i. Be fully responsible for any damage to or loss of the equipment.
- j. 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 Hawai'i Convention Center, AEG Management HCC, LLC, ASM Global, the Hawai'i Tourism Authority (HTA), the State of Hawaii and their officers and assigns 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 Hawai'i Convention Center, AEG Management HCC, LLC, ASM Global, the Hawai'i Tourism Authority (HTA), the State of Hawaii and all of their members, officers directors, employees, and agents 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 AEG Management HCC, LLC. 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 Hawai'i Convention Center, AEG Management HCC, LLC, ASM Global, the Hawai'i Tourism Authority (HTA), the State of Hawaii and all of the members, officers, agents, and employees of each of them as additional insured 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 to the Hawai'i Convention Center, AEG Management HCC, LLC, ASM Global, the Hawai'i Tourism Authority (HTA), and the State of Hawaii and shall be endorsed to stipulate that the insurance afforded the Hawai'i Convention Center, AEG Management HCC, LLC, ASM Global, the Hawai'i Tourism Authority (HTA), and the State of Hawaii boards, officers, agents, and employees shall be primary insurance and not contributing with any other insurance of the Hawai'i Convention Center, AEG Management HCC, LLC, ASM Global, the Hawai'i Tourism Authority (HTA), and the State of Hawaii.

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 General Manager of HCC or their 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 HCC. 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 HCC 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.

HAWAII CONVENTION CENTER (AEG Management HCC, LLC.)

BY: _____
General Manager

Date _____

RENTER

BY: _____
Signature

Date _____

Title

APPENDIX F

Acknowledgement Form

HCC CIP – 2024-8
Museum Display Cases

ACKNOWLEDGEMENT OF TERMS

To ensure clarity and acknowledgment of the content within this RFP, we kindly require proposers to initial each section following their review. Your initials serve as a confirmation of understanding and agreement with the respective portions and expected deliverables outlined in the document.

- _____ 1. Draft Contract

- _____ 2. Liquidated Damages

- _____ 3. Bond Requirements (if applicable)

- _____ 4. Insurance Requirements (if applicable)

- _____ 5. Scope of Work

- _____ 6. Add Alternates (if applicable)

- _____ 7. Deliverables
 - Cost Proposal
 - Installation Plan
 - Logistics Plan
 - Material clarifications
 - Company background & team information

APPENDIX G

Museum Case Rendering