#### SPECIFICATIONS FOR CUSTOMER APPRECIATION EVENT AT THE FOREIGN-TRADE ZONE, PIER 2

### **INTRODUCTION**

The Foreign-Trade Zone (FTZ) (hereinafter known as "STATE"), is a State facility whose mission is to increase the amount of international trading activity in Hawaii thereby increasing employment opportunities for the people of Hawaii. The FTZ does this by encouraging manufacturing, stimulating capital investment, generating employment opportunities, and facilitating exports of locally manufactured goods by reducing barriers and costs associated with international trade. The Foreign-Trade Zone, located at Pier 2 in Honolulu, is a seven-acre facility containing over 75 office suites and a federally bonded warehouse.

### **OBJECTIVE**

To contract a vendor (hereinafter known as "CONTRACTOR") who will provide event coordination services and plan/conduct/produce a customer appreciation event on the scheduled event day at the Foreign-Trade Zone, Homer A. Maxey International Trade Resource Center, located at 521 Ala Moana Boulevard, Honolulu, Hawaii 96813. The event will be held on February 23, 2023, from 10:30 a.m. to noon.

# **SCOPE OF WORK**

The CONTRACTOR shall furnish all labor, tools, equipment, materials, hardware, supplies, supervision, and all other items to satisfactorily complete the following work:

- 1. The CONTRACTOR shall provide all planning, coordination, and event day set-up, takedown and clean-up of an event at the Hawaii Foreign-Trade Zone's (FTZ) Homer A. Maxey International Trade Resource Center.
- 2. The CONTRACTOR will be responsible for a headcount for ordering food from a vendor procured separately by the FTZ.
- 3. The CONTRACTOR will collaboratively work with FTZ staff to ensure all aspects of the event are considered, planned and prepared for prior to the day of the event. The CONTRACTOR will make suggestions and recommendations to the FTZ for specific services which are necessary and prudent to successfully host the event. This event will include local legislators, dignitaries and invited guests.
- 4. The CONTRACTOR will be responsible for setting up and refilling a buffet for guests from a vendor procured by the FTZ.
- 5. The CONTRACTOR will be responsible for furnishing the following to service approximately 200 guests and dignitaries:
  - Send and follow-up on invitations to guests.
  - Set up chairs, tables, table dressing, and trash receptacles, supplied by FTZ.
  - Set up plates, cups, forks, spoons, knives, napkins, supplied by FTZ.

- Provide and set up serving dishes, serving utensils, and any other item necessary for servicing approximately 200 guests.
- Set up coffee station, provided by FTZ.
- Set up existing sound system, provided by FTZ, for speeches during the event.
- Ensure that appropriate staffing is available to successfully conduct and service the event.
- Set up and clean-up of all the above-mentioned items in a timely and efficient manner. All set up and take down to be coordinated with FTZ OIC.

#### COMPENSATION

- 1. Award shall be made to the most responsive and responsible Bidder submitting the lowest price.
- 2. Final payment shall be made only after project completion and is to the satisfaction of the STATE.
- 3. If any work is not in full compliance with these specifications, the CONTRACTOR shall make all necessary corrections to the full satisfaction of the STATE and at no additional cost to the STATE. The CONTRACTOR shall perform corrective work within the period allowed by the FTZ OIC.

# **GENERAL NOTES**

- 1. <u>HAWAII COMPLIANCE EXPRESS</u> In accordance with the requirements of the State of Hawaii, the CONTRACTOR must be registered and fulfill the requirements for proof of Vendor Compliance through Hawaii Compliance Express before being awarded a Contract under this solicitation.
- 2. <u>WORK CONDUCT</u>. The CONTRACTOR shall perform all services in a safe and efficient manner. The CONTRACTOR shall employ the best industry practices to provide services as specified herein. The CONTRACTOR shall further assure that the performance of work specified herein shall be in complete compliance with any applicable rules and regulations of all federal, State, and local governmental agencies.
  - a. The CONTRACTOR shall proceed with the work described herein upon notification by the STATE in the Notice to Proceed issued by the STATE upon execution of the Contract by both parties. No work is to be undertaken by the CONTRACTOR prior to the commencement date specified in the Notice to Proceed. The STATE will not be liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the CONTRACTOR prior to the official commencement date.
  - b. The CONTRACTOR shall employ, insofar as is reasonably possible, such methods and means of carrying out its work so as not to cause any interruption or interference to the FTZ No. 9 operations.

- c. The CONTRACTOR and its employees, subcontractors, and vendors shall not be allowed to park in zones assigned to facility personnel/tenants.
- d. The CONTRACTOR shall only park in areas designated by the OIC.
- e. The STATE reserves the right at any time to contract for or otherwise perform other or additional work within the contract limits of this Contract. The CONTRACTOR of this project shall, to the extent ordered by the STATE, conduct the CONTRACTOR's work so as not to interfere with or hinder the progress or completion of the work performed by other contractors.
- 3. <u>WORK PERFORMANCE</u>. The CONTRACTOR shall be solely responsible for the satisfactory completion of all work performed in accordance with the specifications herein.

The CONTRACTOR, in conjunction with the OIC shall conduct an initial systematic inspection of the premises and shall perform all work in a professional manner.

- 4. <u>SAFE PERFORMANCE OF WORK</u>. 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. The CONTRACTOR shall provide and use safety devices such as barricades, cones, barriers and the like, as required. Safety devices shall be set up in a manner so as to restrict access to the work area, and to prevent accidents to building occupants, as well as the general public.
- 5. <u>PROTECTION OF WORK SITE AND DAMAGES</u>. The CONTRACTOR shall exercise care and shall provide all necessary protection to prevent injury and/or damage to any STATE or tenant property or facilities.
- 6. <u>GENERAL CONDITIONS</u>. The State's General Conditions (AG 008) will apply to this contract. If there is a conflict between the General Conditions and any Special Conditions specified herein, the Special Conditions will prevail.
- 7. <u>PROJECT COMPLETION</u>. The project shall be completed to the full and complete satisfaction of the STATE.
- 8. <u>SITE INSPECTION AND CONDITIONS</u>. The CONTRACTOR shall verify and check all site conditions, dimensions and details prior to the start of work. Any discrepancies and/or conditions which prevent fulfilling the terms of the Contract shall be immediately brought to the attention of the FTZ OIC for clarification before proceeding with any work.
- 9. <u>INCIDENTAL WORK</u>. Work incidental to the Contract and necessary to complete the project, although not specifically referred to in the Contract documents, shall be furnished and performed by the CONTRACTOR.
- 10. <u>OCCUPATIONAL SAFETY AND HEALTH STANDARDS</u>. CONTRACTOR shall adhere to all applicable occupational safety and health standards administered by the

Division of Occupational Safety and Health, Department of Labor and Industrial Relations, State of Hawaii.

- 11. <u>LICENSES</u>. CONTRACTOR and all selected subcontractors shall possess all applicable licenses and certifications related to successfully fulfilling this Agreement.
- 12. <u>QUALITY CONTROL</u>. The STATE reserves the right to monitor the CONTRACTOR'S job performance at any time in accordance with the requirements of the Contract and to ensure the quality of work is maintained at the standard required under this Contract. The FTZ OIC, Tsurumi Hamasu, or her designate, may require the CONTRACTOR to accompany the FTZ OIC in conducting meetings with interested parties in which event the arrangements will be made by the FTZ OIC.
  - a. <u>CONTRACTOR RESPONSIBILITY</u>. The CONTRACTOR must assure and be responsible for the continuity of service activities in the event of staff illness, medical emergencies, vacancies, or other situations that result in program resources that are less than proposed or contracted for. The CONTRACTOR must not require or depend on STATE staff to provide service activities in the event that program resources are not available due to the above situations.
- 13. <u>LIABILITY INSURANCE</u>. CONTRACTOR shall provide the following minimum insurance limits and coverage in accordance with the terms of this LIABILITY INSURANCE provision:

<u>Coverage</u> Commercial General Liability (occurrence form) Limits

\$1,000,000 combined single limit per occurrence for bodily injury and property damage. \$2,000,000 aggregate coverage.

AUTOMOBILE INSURANCE provision:	
Coverage	<u>Limits</u>
Automobile contractual liability	\$1,000,000 per accident or:
Uninsured and Underinsured motorist	Bodily Injury
coverage	\$1,000,000 per person
Basic No-Fault and Personal Injury	\$1,000,000 per accident
Protection (occurrence form)	

Property Damage \$1,000,000 per accident

The STATE shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of the STATE, the insurance provisions in this Contract do not provide adequate protection, the STATE may request that CONTRACTOR obtain additional insurance sufficient in coverage, form, and amount to provide the protection required. The request shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks involved. If the

CONTRACTOR is unable to provide the additional coverage as requested, the STATE reserves the right to terminate the Contract with prior written notice.

The insurance policy required by this Contract shall contain the following clauses:

- (1) "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Business, Economic Development, and Tourism, Foreign-Trade Zone No. 9, 521 Ala Moana, Honolulu, Hawaii 96813." In the alternative to this clause, the CONTRACTOR agrees to immediately provide written notice to the FTZ OIC should any of the insurance policies be cancelled, limited in scope, or not renewed upon expiration.
- (2) "The State of Hawaii is added as an additional insured with respect to operations performed for the State of Hawaii."
- (3) "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."
- (4) Failure of the CONTRACTOR to provide and keep in force such insurance shall be regarded as material default under this Contract, entitling the STATE to exercise any or all of the remedies provided in this Contract for a default of the CONTRACTOR.
- (5) The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR'S liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, CONTRACTOR shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.