## <u>Scope</u>

# Summary of Project

- A. The work to be done shall include all operations and furnishing all equipment, fixtures, appliances, tools, materials, and labor necessary to execute, complete and deliver all of the work and related items required for the project as hereinafter specified.
- B. The work is to be installation and removal of event rental equipment to include, but not limited to tents, lighting, stage, etc. for 40 events between July 5, 2024 June 30, 2025.
- C. The work shall in general consist of the following materials and service (subject to change):
  - 1. 1- 30' X 60' White or Clear Canopy Frame Tent with 10' upright poles and proper equipment for securing poles
  - 2. 300' of white café lights for interior of the tent
  - 3. Occasional additional equipment requested includes: additional tents, stage platforms and stairs

## **Installation**

Materials, equipment, furnishings, and fixtures hereinafter specified shall be installed in accordance with manufacturer's current specifications, recommendations, instructions, and directions by workers specially trained and skilled in the performance of the particular type of work, to meet guarantee and regulatory agency requirements specified.

### Preparation and Protection

- A. Coordination / installation of work must be approved by Visitor Services Manager of the Hawai'i State Art Museum.
- B. Contractor shall be responsible for safety of their employees and the public during installation and deinstallation.
- C. Contractor shall take measures to preserve the integrity of the location and be responsible for any damages caused by their equipment or employees.

#### <u>Clean-up</u>

The Contractor shall remove all materials, equipment, related trash and debris from the site and dispose of at a legal disposal area away from the premises. An inability of the contractor to remove equipment at the end of the event, shall not incur additional charges to the State Foundation on Culture and the Arts or the Hawai'i State Art Museum.

## Special Project Provisions

## **General Conditions**

No additional compensation or time shall be made to the contractor for failure to acknowledge and account for the requirements of this section in the bid price.

#### **General Requirements**

The Contractor shall provide a Certificate of Insurance which satisfies the state and SFCA requirements as follows:

- All users must have general liability of no less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate
- Users selling food items must also have products and completed operations coverage of no less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate.
- Organizations operating motor vehicles must have automobile liability of no less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate
- The State of Hawai'i is to be named as additional insured.
- Certificates of Insurance are to be provided to the permitting agency.
- Liability waivers and indemnification agreements are required from all users.

## Indemnification and Defense

The contractor shall defend, indemnify and hold harmless the State of Hawai'i, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, costs, and expense, including attorney's fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the Contractor or the contractor's employees, officers, agents, or subcontractors under this contract.

The Contractor and Contractor's employees will conduct themselves professionally and courteously at all times. Special consideration shall be given to employees and guests of the No. 1 Capitol District Building.

The Contractor shall comply with all federal, state and county laws, ordinances, codes, rules and regulations, as the same may be amended from time to time, that in any way affect the Contractor's performance of this Contract.

The state will verify compliance on Hawai'i Compliance Express (HCE) for awards \$2,500 or greater. The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation; Federal Internal Revenue Service; Department of labor and Industrial Relations; and Department of Commerce and Consumer Affairs.

#### **Nondiscrimination**

No person performing work under this contract, including any subcontractor, employee, or agent of the contractor, shall engage in any discrimination that is prohibited by any applicable federal, state or county law.

#### Submission of Offers

Offers shall be received electronically through the HIePRO system. Offers received outside of the HIePRO shall be rejected and not be considered for award. To register for HIePRO, go to the State of Hawai'i eProcurement website: https;//hiepro.ehawaii.gov/welcome.html vendor registration (sign up), login, and Helpful Information about the HIePRO system can be found from this page. Offeror's electronic response to this solicitation shall be deemed an offer to provide the specified work to the State at the prices shown in the response and under the terms and conditions of this solicitation.

It is recommended that Offerors register with Hawai'i Compliance Express (HCE) prior to responding to a solicitation to ensure timely submittal when requested. Offerors should be aware that it takes approximately thirty (30) working days to establish a compliance status.

Vendors/contractors and service providers should register online with Hawai'i Compliance Express prior to submitting an offer. The annual registration fee is \$12.00 payable to Hawai'i Information Consortium, LLC (HIC).

If you have any questions, please call:

Hawai'i Information Consortium, LLC

Phone No. 695-4620

Email: info@ehawaii.gov

#### Site Inspection

Prior to submission of offer, Offeror has the option of inspecting the site of installation to become thoroughly familiar with existing conditions and the amount and type of work to be performed. No additional compensation will be made by reason of any misunderstandings or error regarding conditions at the job site or the amount and type of work to be performed.

### **Invoicing and Payment**

The Contractor must submit invoices to:

State Foundation on Culture and the Arts

250 South Hotel St., 2<sup>nd</sup> Floor

Honolulu, HI 96813

Attention: Alexandra Skees

## Minimum Requirements

- Three (3) professional References
- Photo documentation of products / past projects
- Registration with Hawai'i Compliant Express