

DN# 2015032416305C



STATE PROCUREMENT OFFICE
NOTICE & REQUEST FOR SOLE SOURCE **15** MAR 25 12:39

ADMINISTRATION
STATE PROCUREMENT OFFICE
STATE OF HAWAII

TO: Chief Procurement Officer
FROM: DBEDT
Name of Requesting Department

Pursuant to HRS §103D-306 and HAR chapter 3-122, Subchapter 9, the Department requests sole source approval to purchase the following:

1. Describe the goods, services, or construction to be procured.
DBEDT is organizing the Hawaii Pavilion at the 2015 BIO International Convention in Philadelphia, June 15-18, 2015, to promote export and investment opportunities for Hawaii life sciences companies. DBEDT seeks to engage this vendor for exhibitor services such as furniture and equipment rental, booth decorations, electrical supply, labor and materials handling/drayage.

2. Vendor/Contractor/Service Provider Name: Freeman	3. Amount of Request: NTE \$12,000.00
4. Term of contract (shall not exceed 12 months), if applicable: From: <u>1-May-15</u> To: <u>31-Jul-15</u>	5. Prior SPO-001, Sole Source (SS) No.: SS14-065D

6. Describe in detail the following:
a. The unique features, characteristics, or capabilities of the goods, service or construction.
The Biotechnology Industry Organization (BIO), the show organizer, has appointed Freeman as their Official Service Contractor for exhibitor services. The BIO Exhibit Rules & Regulations as of April 28, 2014 (copy attached) states: "Exhibitors utilizing the services of any contractor other than those appointed by Show Management must obtain permission from Show Management. These companies include, but are not limited to, any installation and dismantling company, sound and lighting firms, production or promotion firms, or any person or firm providing direct services to the exhibitors. Permission to use an Exhibitor Appointed Contractor cannot be given for utilities or material handling services." (See "Exhibitor Appointed Contractors" section on page 3 of attachment).
b. How the unique features, characteristics or capabilities of the goods, service or construction are essential for the department
DBEDT will not be able to organize the Hawaii Pavilion at the BIO Convention without the services of this vendor.

7. Describe the efforts and results in determining that this is the only vendor/contractor/service provider who can provide the goods, services or construction.

Freeman is the Official Service Contractor for exhibitor services appointed by the show organizer.

8. Alternate source. Describe the other possible sources for the goods, services, or construction that were investigated but did not meet the department's needs.

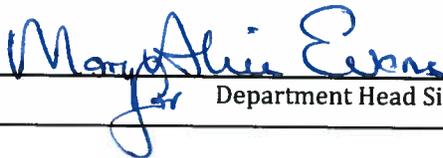
9. Identify the primary responsible staff person(s) conducting and managing this procurement. (Appropriate delegated procurement authority and completion of mandatory training required.)

*Point of contact (Place asterisk after name of person to contact for additional information).

Name	Division/Agency	Phone Number	E-mail Address
Jamie Lum	BDS	587-2753	jlum@dbedt.hawaii.gov

Department shall ensure adherence to applicable administrative and statutory requirements, including HAR chapter 3-122, Subchapter 15, Cost or Pricing Data if required.

**All requirements/approvals and internal controls for this expenditure is the responsibility of the department.
I certify that the information provided is to the best of my knowledge, true and correct.**



for Department Head Signature

3-24-15
Date

For Chief Procurement Officer Use Only

Date Notice Posted: 3/27/2015

Submit written objection to this notice to issue a sole source contract within seven calendar days or as otherwise allowed from date notice posted to:

state.procurement.office@hawaii.gov

Chief Procurement Officer (CPO) Comments:

Approval is granted with the understanding that Freeman Decorating Services, Inc. is the single official contractor which the convention sponsor has appointed to provide utilities or material handling services. This approval is for the solicitation process only. HRS section 103D-310(c) and HAR section 3-122-112, shall apply (i.e. vendor is required to provide proof of compliance) and award is required to be posted on the Awards Reporting System. Copies of the compliance and awards posting are required to be documented in the procurement/contract file.

If there are any questions, please contact Stanton Mato at 586-0566, or email stanton.d.mato@hawaii.gov.

Approved Disapproved No Action Required

[Signature] 4/8/15
Chief Procurement Officer Signature Date

BIO Exhibit Rules and Regulations

(Subject to Change) as of April 28, 2014.

Conditions and Rules It is understood that the following terms, conditions and rules are agreed to as part of the contract between the Biotechnology Industry Organization, hereinafter referred to as "Show Management" or "BIO", and those who purchase exhibit space ("Exhibitor") in the BIO International Convention ("Exhibition"). Show Management shall have the authority to interpret and enforce the rules. All matters not covered by these rules are subject to the discretion of Show Management. All decisions so made shall be as binding on all parties as the original rules. The Exhibitor or its designated representative is responsible for familiarizing itself with all rules. The Exhibitor or its representative who fails to observe the conditions, terms, or rules of the contract may be excluded from the Exhibition without refund.

General Terms and Conditions BIO reserves the right to take the following actions at any time prior to or during the Exhibition and at its sole discretion: (1) terminate this agreement or decline to provide space to an Exhibitor for any reason based on adverse conduct of the Exhibitor, including but not limited to Exhibitor conduct, or Exhibitor use, promotion and/or distribution of material(s) and/or content, that is objectionable to BIO or is not consistent with BIO's bylaws, rules and regulations, or mission; (2) prohibit any exhibit, or part thereof, that violates this agreement or is, in any other way, not suitable for, or not in keeping with the character and spirit of, the Exhibition; (3) close any exhibit that is determined by Show Management to be too loud or disruptive and/or to disturb other exhibits because of, among other things, material, content or method of operation; and/or (4) refuse to permit an Exhibitor who violates this agreement to participate in one or more future BIO Exhibitions.

Terms of Payment Upon BIO's receipt of the BIO International Convention Exhibit Space Application and Contract, the main contact will receive an email confirmation notice with an invoice and payment instructions.

Fees Cost per square foot = \$40 BIO Member/\$44 Non-Member
*Minimum booth size: 100 square feet

In order to receive the BIO-member rate on exhibit space, the company must be a BIO member in good standing by January 16, 2015. If a company is delinquent on their BIO membership prior to the 2015 BIO International Convention, their exhibit space fees will be assessed at the Non-Member rate.

Six (6) Exhibitor Booth Personnel (EBP) Passes (per 100 sq. ft. of exhibit space) included with your exhibit space – provides access to the show floor. One (1) Exhibitor partnering account is included (per 100 sq. ft.). Those exhibitors utilizing Exhibitor Partnering may only have (1) meeting point per 100 sq. ft. with a maximum of five (5) meeting points. Please note: BIO members receive (1) Convention access registration (per 100 sq. ft.).

Payment Schedule A deposit of 50% of the exhibit space is due by August 8, 2014, or within 30 days of contract submission. An additional 25% is due October 17, 2014. If you are submitting your application and contract after October 17, 2014, then 75% is due within 30 days of receiving an invoice from BIO. The remaining balance (25%) is due on or before January 16, 2015. All applications and contracts submitted after January 16, 2015 will be required to pay the full 100% upon receipt of the invoice.

Payments submitted in accordance with this Exhibit Space Application and Contract will be applied, first, to any outstanding balances from previous BIO events, including a prior BIO International Convention. Any BIO Exhibit Space Application and Contract will not be processed until all prior financial obligations have been met.

Cancellation Policy Cancellations must be received in writing from the primary contact on file. An Exhibitor submitting an Exhibit Space Application and Contract during the on-site space selection (June 23-26, 2014) for an exhibit space over 400 net sq. ft. will be immediately financially liable for a 10% cancellation fee for the

entire space. This 10% fee will apply until July 11, 2014, at which time the cancellation fee structure found below will apply. Should Exhibitor cancel all, or part, of the space contracted for herein after the date BIO accepts this Exhibit Space Application and Contract and issues an invoice, Exhibitor is liable for: a) 50% of the total space cost if cancellation is made after July 11, 2014, and before October 17, 2014; b) 75% of the total space cost if cancellation is made after October 17, 2014 and before January 16, 2015; and c) 100% of the total space cost if cancellation is made after January 16, 2015. All of these fees that may become due hereunder are acknowledged by Exhibitor as liquidated damages and are not applicable toward any future BIO sponsored events. After July 11 2014, the 50% deposit on an Exhibit Space Application and Contract is non-refundable. After October 17, 2014 the 75% deposit is non-refundable. After January 16, 2015, there will be no refunds issued for exhibit space cancellation. The Exhibitor will be obligated to pay the total rental cost of the exhibit space as outlined in the Exhibit Space Application and Contract. For the space returned, the space will be reorganized at BIO's discretion. BIO reserves the right to resell any returned exhibit space. If an Exhibitor does not make its 50% deposit when due under these rules and regulations, then when 30 days past due, BIO may remove Exhibitor's reservation from Show Management's plan and irrevocably change Exhibitor's site selection, while Exhibitor remains fully financially liable for the space. Both Exhibitor and BIO acknowledge that BIO will sustain substantial losses if Exhibitor cancels its Exhibit Space Application and Contract. Even though BIO will exercise its best efforts to mitigate the damages associated with the Exhibitor's cancellation, the parties agree that BIO will nevertheless incur substantial losses that cannot be precisely determined. Due to the difficulty of determining such losses, the Exhibitor agrees to pay the cancellation fee as liquidated damages if Exhibitor cancels or downgrades its exhibit space on or within the specified time periods.

Space Reduction All space reduction requests must be in writing and shall become effective when received by BIO. A fee of 50% of the difference between the cost of the originally assigned exhibit space and the cost of the reduced exhibit space, requested in writing by the Exhibitor, will be charged on any reductions requested after the date BIO accepts this contract, through October 17, 2014. Between October 17, 2014 and January 16, 2015 the penalty increases to 75% of the difference between the cost of the originally assigned exhibit space and the cost of the reduced exhibit space. The Exhibitor will be responsible for the entire 100% cost of the originally contracted exhibit space regardless of any space reduction requests on or after January 16, 2015.

Occupancy by Exhibitor It is further agreed that actual occupancy of the space reserved by the Exhibitor is of the essence. If Exhibitor with a booth display does not occupy the space by 3:00 pm on June 15, 2015, BIO may occupy or cause said space to be occupied as it may deem best for the interest of BIO without in any way releasing the Exhibitor from any liability hereunder. Furthermore, if the Exhibitor does not occupy/staff the space, all rights of the Exhibitor will be revoked. All exhibits/displays must remain staffed and fully intact through the exhibit hall hours. Premature dismantling of and/or failure to fully staff said space during the entire show could result in the loss of future exhibit participation.

Amendments Show Management may amend these Rules and Regulations at any time upon prior written notice to Exhibitor, and all such amendments so made shall be binding on Exhibitors equally with the original rules and regulations.

Disputes Any and all disputes with respect to BIO Exhibit Rules and Regulations must be taken up with Show Management. Rules and Regulations are subject to the interpretation and decision as provided in the paragraph above. This agreement shall be governed and construed in accordance with the laws of the District of Columbia, exclusive of any conflict-of-law provisions, and Exhibitor hereby submits to the jurisdiction of the courts within the District of Columbia, for proceedings related to this agreement.

Force Majeure It is further agreed that in the case that said premises shall be destroyed by fire or the elements, or by any other cause, or in the case of government intervention or regulation, military activity, strikes, or any other circumstances that make it possible or inadvisable for BIO to hold the Exhibition or portion thereof at the time and place herein provided, this agreement shall terminate and the said Exhibitor shall and does hereby waive any claim for property or other damages or compensation except the prorated return on the amount paid after deduction by Show Management of actual expenses incurred in connection with the Exhibition, and there shall be no further liability on the part of either party.

Liability and Insurance Show Management, the Convention Center and their officers, directors, agents, employees or representatives (hereafter referred to as the indemnitees) shall not be responsible for any injury, loss or damage that may occur to the Exhibitor, or to the Exhibitor's employees or property, prior, during or subsequent to the period covered by this agreement unless directly attributable to indemnitees' gross negligence or willful misconduct. To the extent permitted by law the Exhibitor, on signing this contract, expressly agrees to indemnify same against, any and all claims for such loss, damage or injury provided in every instance that Exhibitor is promptly notified in writing of such liability or claim and given full and complete authority, information and assistance, at Exhibitor's expense, for the defense thereof, including any settlements or appeals related thereto. The Exhibitor also agrees to indemnify the indemnitees from any and all liability, costs or damages arising out of or relating to acts or omissions of the Exhibitor, its agents or employees including any security personnel hired directly by the Exhibitor pursuant to the procedures enumerated below. Exhibitors shall obtain, at their own expense, for the duration of the term of the installation and use of the exhibit premise, Comprehensive General Liability Insurance (CGL) in an amount, not less than one million dollars (\$1,000,000.00), specifically naming BIO and the Convention Center as additional insureds as their interests appear. Evidence of insurance shall be made to BIO upon written request. Exhibitors also are recommended to obtain insurance policies covering the transporting of their booth materials, equipment, or both from their home base to the Exhibition and return. As a courtesy, watchman service will be contracted on a 24-hour basis for the duration of the Exhibition. Exhibitors desiring special security precautions should arrange for private guard service, if desired, or should make arrangements to have locked facilities available in their booth for the storage of display materials or products. In no event shall Show Management or any of its officers, directors, agents or employees be liable to Exhibitors for any amount beyond the booth rental fee actually paid by the Exhibitor to Show Management with respect to which or in connection with which liability is asserted for any indirect, incidental, consequential or other damages (including but not limited to claims for lost profits) arising out of or relating to an Exhibition event, the rental of booth space, the conduct of Show Management, any breach of contract, or any other act, omission or occurrence.

Damage of Property Exhibitors are liable for any damage caused to Exhibition building, floors, walls, columns standard booth equipment or other Exhibitors' property. Exhibitors may not apply paint, lacquer, adhesive or any other coating to building columns, walls, floors or other parts of the building, or to standard booth equipment.

Compliance with the Law Exhibitors, exhibits, and exhibit materials and displays shall be at all times in compliance with all applicable federal, state and local laws, codes and regulations.

Use of BIO Name The use or display in any manner or medium of Biotechnology Industry Organization's or conference name, logo, acronym (BIO), marks or copyrighted materials is not permitted, and no reference, implication or use of such BIO name, logo, acronym, marks or copyrighted materials may be made to claim or imply BIO endorsement, affiliation or approval of any product, service or program without the express, prior written consent of BIO.

BIO Exhibit Rules and Regulations

(continued)

Official Contractors In the best interest of the Exhibitors, Show Management has appointed various Official Service Contractors for such services as material handling, furniture rental, booth and floral decorations, signs, photographs, drinking water, skilled labor or any other service deemed necessary ("Official Service Contractors").

Exhibitor Appointed Contractors Exhibitors utilizing the services of any contractor other than those appointed by Show Management must obtain permission from Show Management. These companies include, but are not limited to, any installation and dismantling company, sound and lighting firms, production or promotion firms, or any person or firm providing direct services to the exhibitors. Permission to use an Exhibitor Appointed Contractor cannot be given for utilities or material handling services. In addition, Exhibitor appointed contractors are required to provide a Certificate of Liability Insurance with minimum liability coverage of \$1,000,000.00. Notice of intent to use an Exhibitor Appointed Contractor must be submitted to Show Management by way of the Exhibitor Appointed Contractor Form accompanied by the insurance certificate no less than 45 days before the first day official day of exhibiting. In addition, the contractor must: (1) Submit a list of the names of all company representatives working in the exhibit area; (2) Adhere to all Exhibitor move-in and move-out hours and regulations; (3) Check in at the Exhibitor Appointed Contractor Desk upon arrival each day to redeem the proper credentials to access the exhibit hall; (4) Abstain from soliciting business from Exhibitors on-site or during the Exhibition, including but not limited to the posting of signs and setting-up service desk - detailed procedures will be included in the Exhibitor Service Manual; (5) Agree to abide by all Show Management Rules and Regulations and instructions provided to the Exhibitor; and (6) Cooperate with the Official Service Contractor and not interfere with the timely construction of the Exhibition.

Registration and Admission Booth displays receive six (6) Exhibitor Booth Personnel (EBP) registrations per 100 sq. ft. purchased. Instructions to be used for online registration will be sent to Primary Contact once registration has opened. Admission to the Exhibition will be by official badge obtained upon registration, entitling the wearer to attendance in accordance with admission policies. The badge is not transferable. Show Management shall have sole authority over admission policies at all times. After opening day, if for any reason a properly badged Exhibitor or representative desires to enter the exhibit area in advance of the prescribed time, or after closing hours, a request specifying the reason and giving all names of persons who will enter the exhibit area in accordance with such request shall be presented to Show Management for approval. Exhibitors receiving approval will be required to have an official security representative escort the group to the designated booth. All costs associated with admission during non-official hours, including but not limited to security, will be the responsibility of the Exhibitor. Show Management reserves the right to refuse admission or eject from the Exhibition any person whose conduct is deemed by Show Management to be disorderly or unbecoming. The license granted by admission to the Exhibition may be terminated by tendering to the attendee the purchase price of admission to the Exhibition.

Age Requirements In the interest of safety and injury prevention, no one under 21 years of age (infants included) will be permitted in the exhibit hall during move-in, the duration of the Exhibition, and move-out. Show Management reserves the right to require proof of age prior to admission to the Exhibition.

Unoccupied Space Show Management reserves the right to rent an exhibit space to any other Exhibitor or use said space for such purposes as it may see fit without any liability on its part should the Exhibitor's space remain unoccupied at 3:00 pm the day prior to the official Exhibition opening or should the Exhibitor fail to make payment in full by the specified date in the contract or space rental invoice. This clause shall not be construed as affecting the obligation of the Exhibitor to pay the full amount specified in the space rental invoice.

Booth Attendants All exhibits must be staffed by at least one attendant during ALL exhibit hours.

Early Dismantling Dismantling or removing an exhibit or materials before the official closing of the show is prohibited. Show Management and the Official Show Contractor are responsible for maintaining all in-and-out traffic schedules at the exhibit site and handling the move-in and move-out of all Exhibitors' materials and equipment. Show Management and the Official Show Contractor will also maintain control and have priority at the loading areas at all times. All shipments must be prepaid. Failure to comply will result in the Exhibitor at fault being barred from future BIO exhibitions.

Relocation of Exhibits Show Management reserves the right to alter locations of exhibits as shown on the official floor plan, if deemed advisable and in the best interests of the Exhibition as determined by Show Management in its sole discretion.

Space Restrictions Aisles and other spaces in the Convention Center not leased to Exhibitors shall be under the control of Show Management. All displays, interviews, conferences, distribution of literature, lectures, audience seating/standing and the transactions of business of any nature shall be made WITHIN the space contracted. Temporary booth personnel shall be restricted to the same aforementioned rules as authorized Exhibitor personnel.

Soliciting/Demonstrating Exhibits must be confined to the exact space allocated. Circulars, publications, advertising matter and all kinds of promotional giveaways must be distributed only within booth spaces. Nothing can be posted on, tacked, nailed, screwed or otherwise attached to columns, walls, floors or other parts of the building or furniture. Signs, rails, etc., will not be permitted to intrude into or over aisles. Canvassing, exhibiting or distributing advertising matter outside the designated exhibit area is prohibited. Soliciting or demonstrating by an Exhibitor must be confined to the Exhibitor's own booth. Distribution of the Exhibitor's printed advertisements must be done within the Exhibitor's own space. Persons who are not Exhibitors are prohibited from any detailing, exhibiting or soliciting within the Convention Center. No exhibits, displays or advertising material of any kind will be allowed in the Convention Center rooms or hallways unless pre-approved by Show Management. Failure to comply with this regulation can result in dismissal from the exhibit hall.

Access for Persons with Disabilities Show Management works to provide an accessible Exhibition for all attendees with disabilities and believes that persons with disabilities should be given the opportunity to participate and interact to the fullest extent possible. Show Management encourages all Exhibitors to make their booth accessible to people with disabilities.

Noise and Offensive Odors Exhibitors will take every reasonable precaution to minimize the noise of operating exhibits. Each exhibit will be operated in a dignified manner so as not to constitute an annoyance to adjoining Exhibitors. Exhibitors wishing to distribute food and/or beverages must obtain prior written permission from Show Management. All approvals are subject to the use of exclusive in-house catering vendors when required. Show Management shall have the sole authority in determining the application of this regulation. Any speakers and other sound devices should be positioned as to direct sound into the booth rather than into the aisle. Rule of thumb: sound and noise should not exceed 85 decibels when measured from the aisle immediately in front of a booth.

Photography Photographing booths is limited to candid shots only of your own booth. Photographing other exhibits and booths is by permission only. Exhibitors and photographers shall not disrupt visitor traffic by clearing booths or aisles for photography during the regular Exhibition hours.

Booth Units, Identification, Carpeting, Draperies An 8 foot high draped back wall and 36 inch high draped side walls are provided for all booths. Aisle carpet will be placed in all aisles throughout the exhibit. Distance from edge of booth to edge of aisle carpet may vary according to the width of the aisle. Color of aisle carpet and drape will be specified in the Exhibitor Service Manual. Booth carpeting is the responsibility of the Exhibitor.

Fire, Safety and Health The Exhibitor agrees to accept full responsibility for compliance with local, city and state fire, safety and health ordinances regarding the installation and operation of equipment or otherwise relating to the Exhibitor or his/her booth. Furthermore, all exhibit materials and equipment must be located within the booth and protected by safety guards and devices, where necessary, to prevent personal accident or injury to spectators or to other exhibitors. Only fireproof materials will be used in displays, and the necessary fire precautions will be a responsibility of the Exhibitor.

Hazards and Firearms Equipment with sharp or protruding edges posing a potential danger to attendees and/or exhibit personnel, at whatever level, must have protective covering and/or be flagged. No firearms of any nature may be brought into the Convention Center.

Fumes and Gasoline Motorized vehicles may not be operated within the exhibit halls without prior written approval of Show Management. Vehicles with gasoline engines may be displayed only if the following conditions are met: All battery cables must be disconnected and taped to avoid potential sparks. A locking gas cap must be installed, or the tank must be adequately sealed by tape. Gas tanks must contain no more than 1/4 tank of gas while in the exhibit hall.