



Ho-Chunk Nation

Ho-Chunk Gaming

Procurement Services

Request for Proposal (RFP)



Release Date: September 27, 2024

Proposal Due Date: October 14, 2024 at 12PM

Introduction

The Ho-Chunk Nation (“Ho-Chunk” or “Nation”) is requesting proposals from companies interested in providing Procurement Services for the Nation’s new development located in Beloit, WI.

Ho-Chunk Nation Background Information

The Nation is a federally recognized Indian Tribe with approximately 7,253 enrolled members, a majority of whom reside on the Nation’s 4,602-acres of reservation lands located throughout Wisconsin and Minnesota. The Nation’s headquarters are located in Black River Falls, Wisconsin, approximately 130 miles north of Madison. The Ho-Chunk Nation Constitution establishes four (4) branches of government which are the General Council, Executive Branch, Legislative Branch and the Judicial Branch. All eligible voters of the Ho-Chunk Nation are entitled to participate in General Council. The General Council retains the power to set policy for the Nation. This policy shall be resolutions proposed and approved at Annual Meetings and Special Meetings, by a majority vote of the qualified voters of the Ho-Chunk Nation General Council. The Executive Branch is tasked with enforcing law and the operations of the Nation’s revenue generating enterprises. The Legislative Branch makes law and allocates funds. The Judicial Branch interprets the Nation’s Laws and HCN Constitution; it is also the jurisdiction for case law. (See www.ho-chunknation.com)

Ho-Chunk Gaming Information

The Nation owns and operates six gaming facilities throughout central Wisconsin, which offer both Class II and Class III gaming pursuant to a Tribal-State gaming compact with the State of Wisconsin (the “Casinos”). (See www.ho-chunk.com)

Ho-Chunk Gaming Wisconsin Dells

Address: S3214 County Road BD
Baraboo, WI 53913

Gaming: Approximately 984 Class III Slot Machines, 18 Tables, 188 Bingo Seats
Hotel: 302 Rooms
F&B: 4 Outlets

Ho-Chunk Gaming Madison

Address: 4002 Evan Acres Rd
Madison, WI 53718
Gaming: Approximately 1,009 Class II Slot Machines
F&B: 2 Outlets

Ho-Chunk Gaming Black River Falls

Address: W9010 Hwy 54 East
Black River Falls, WI 54615
Gaming: Approximately 695 Class III Slot Machines, 3 Table Games and 480 Bingo Seats
Hotel: 122 Rooms
F&B: 4 Outlets

Ho-Chunk Gaming Tomah

Address: 27867 Hwy 21 East
Tomah, WI 54660
Gaming: Approximately 91 Class III Slot Machines

Ho-Chunk Gaming Nekoosa

Address: 949 County Rd G
Nekoosa, WI 54457
Gaming: Approximately 400 Class III Slot Machines
F&B: 2 outlets

Ho-Chunk Gaming Wittenberg

Address: N7198 US Hwy 45
Wittenberg, WI 54499
Gaming: Approximately 661 Class III Slot Machines
Hotel: 85 Rooms
F&B: 3 Outlets

Scope of Work

- Please see attached instructions for FF&E Procurement.
- The required services include complete Purchasing Services for the project. The work described below is to commence by the successful Purchasing Agent immediately upon selection and execution of Agreement/Contract.
- Purchase and coordinate installation of Furniture, Fixtures and Equipment (FF&E), Operating Supplies and Equipment (OS&E) and Food & Beverage Equipment per the normal requirement

of a new casino and/or hotel, including all associated project components such as a new restaurant, employee dining room, coffee bar, swimming pool, exercise facilities, staff facilities, etc.

- Act as agent to negotiate and solicit bids for all FF&E items as defined in the Interior Design Specifications and for all OS&E items as required by the Operator's design standards and specifications.
- Prepare an itemized conceptual budget of all items for the total project, by area, upon receipt of design development plans.
- Review plans and specifications to determine if quantities specified are accurate and if items specified are suitable for their intended use to the best of Agent's knowledge. Offer suggestions and alternatives to Owner, Project Manager, Architect and Interior Designer in an effort to resolve conflict areas.
- Meet with Owner, Project Manager, Architect, Interior Designer and other consultants to review the budget, verify quantities, clarify any marginally defined areas, and determine responsibilities in order to avoid any project omissions or duplications.
- Obtain costs by bidding every item, as well as recommending design team/Owner approved alternative sources. Agent is also to provide recommendations for alternative products, or value engineering suggestions, in an attempt to reduce costs without compromise to the design. Owner and Project Manager are to review bids and all alternative sources before substitutions are implemented.
- Prepare a Cash Flow Schedule estimating cash flow throughout the duration of the project (to be updated when changes over 10% are identified, and no less than quarterly through the course of the project).
- Continue to update items and finalize areas within the budget so as to properly monitor the financial parameters as determined by the Owner's budget. Status is to be issued on a schedule to be determined by Owner, in the format to be developed by Owner and/or Project Manager.
- Upon approval of budgets and bids by Owner and/or Project Manager, Agent will prepare all purchase orders for Owner's signature. Each order will include all pertinent information such as vendor, item description, unit price, total price, terms, ship to address and ship date, as well as design control number and location within the project. Purchase order formats and numbering systems are subject to review and approval by Owner and Project Manager; specific requirements will be mandated by Owner. Agent will not bind or obligate Owner to any contract of obligation, unless it is a written purchase order which Owner has approved in writing.
- Use Agent's fully computerized system to provide Owner with continually updated reports that will track the projection and shipping status of every item ordered. Purchasing Agent to offer other reports that may be tailored to Owner's specific needs.
- Secure truck load freight pricing or consolidated shipment pricing when applicable and expedite the movement of all merchandise consistent with the parameters of the installation schedule as set forth and continuously updated by Owner.
- Agent shall attend all meetings with Owner and/or its consultants as deemed necessary for the completion of its work.
- Provide Owner with all warranties, certificates, etc. pertaining to products purchased.
- Provide complete project close-out binders including a complete vendor list, copies of all final purchase orders and addendums, and all warranties and certificates.
- Purchasing Agent is to accumulate, audit for accuracy, and submit to Owner, batched vendor invoices for merchandise that has been purchased by Owner and shipped from manufacturer's facility or delivered to destination in instances of shipping terms of F.O.B. destination.

- Inconsistencies relating to pricing or quantity shipped will be reconciled by Purchasing Agent on behalf of Owner. Purchasing Agent will draw for portion of invoice that is considered true and accurate and any disputed portion will be set aside until reconciliation is complete. Purchasing Agent will report to Owner and Owner's designated representative, on a Report Form to be confirmed, any pending disputes.
- Purchasing Agent shall provide funding requests as deemed necessary for vendor payments.
- Coordinate all Freight Management and Installation.
- Obtain bids and issue purchase orders for the coordination of freight management and installation services – inclusive of FF&E and OS&E as required by the project schedule.
- Follow-up and expedite all orders and coordinate deliveries to ensure that merchandise is delivered and received on time and in good condition at a pre-arranged location. Verification of receipt of merchandise will be required.
- On Owner's behalf, file all damage claims with the Freight Company and/or vendor for obvious or concealed damage. Documentation to include report, photographs and follow-up measures for correction/replacement.
- Reimbursable expenses, including all transportation and living expenses in connection with out-of-town travel are in addition to the fee and include actual expenditures of Purchasing Agent personnel and/or consultants in performance of their duties related to this project.

Proposal Submission Requirements

The following information is required to be included in the Purchasing Services Submission of Qualifications:

General Statement

A general statement of the Purchasing Agent's, services offered, years in business, number of employees, relevant project experience, etc.

Project Team

List each of the individuals that would be assigned to this project, with the role they are scheduled to play, their professional experience, professional affiliations or designations, and any other information pertaining to their ability to perform their duties on this project. Please provide resumes of proposed team members.

Price Proposal

List all fees related to the project including service and management project fees.

Representative Projects

List at least three (3) representative projects, which are similar in scope and nature to this project. For each project, specify the services contracted for, the start and completion dates, and the name, address, and telephone number of a client/owner contact person.

Project Technology

Describe the purchasing program that your company uses. Explain your budgeting report forms as well as whether they are modifiable by the Owner. Indicate whether customized reports may be generated in a format recommended by the Owner?

Complete Submission

Submissions for less than all of the Work described above will not be considered. Submissions must be signed by a person duly authorized to execute the same on behalf of the Purchasing Agent.

Various criteria will be used in the selection of the successful Purchasing Agent including, but not necessarily limited to: relevant experience, ability to provide owner with all required budget reporting, value engineering capability, Personnel, and experience.

Owner reserves the right to reject any and all Submittal of Qualifications in its sole and absolute discretion. Delivery of the RFQ to Purchasing Agent does not grant any rights to Purchasing Agent and no agreement shall be binding on Owner or Purchasing Agent until executed by both Owner and Purchasing Agent and delivered to Purchasing Agent.

General Conditions

Proprietary Information - Any restrictions on the use of the information contained within your submittal of qualifications must be clearly stated within the submittal. All other material contained in the submittal of qualifications shall become the property of Owner.

Addendum or Supplements to the RFP - In the event it becomes necessary to revise any part of the RFP, an addendum will be provided to each proposer that received the original RFP. Owner reserves the right to request and the proposer agrees to furnish any additional data required to support the information contained within the submittal of qualifications.

Time of Agreement: The Purchasing Agent shall begin the work on the date of commencement, carry the work forward expeditiously with adequate personnel and achieve completion within the Agreement time.

Proposal Submission Process

All proposals are due at the address listed below no later than October 14, 2024 at 12PM.

Ho-Chunk Nation Department of Business
Tribal Office Building
Attention: Keith Bedeau
W9814 Airport Rd
Black River Falls, WI 54615

Email proposals are accepted and can be sent to Keith.bedeau@ho-chunk.com

The Ho-Chunk Nation reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept any item or combination of items, when to do so would be to the advantage of the Ho-Chunk Nation. It is also within the right of Ho-Chunk Nation to reject proposals that do not contain all elements and information requested in this document. The Nation shall not be liable for any losses incurred by the proposer throughout this process.

RFP Review Process

Final Selection

Contract Process

Implementation

Evaluation Process

The RFP Coordinator will review all proposals received to ensure that all administrative requirements of the RFP have been met by the proposers. Each proposal will be reviewed to ensure that all documentation requiring a signature have been signed. Failure to meet these basic requirements will be cause for rejection of a proposal. All proposals that meet the administrative requirements will then be turned over to the evaluation team for further evaluation.

The Evaluation Team will evaluate the quality and completeness of each proposal as it addresses the service requirements outlined in the respective RFP selection.

The Evaluation Team will review all proposals received and determine a ranking selection. Additionally, the Team may, in its sole discretion and in the course of its evaluation, ask for additional information from the proposers.

RFP Terms and Conditions

RFP Amendments

The Ho-Chunk Nation reserves the right to addend or amend the RFP prior to the date of proposal submission.

Proposal Withdrawal

Prior to the proposal date, a submitted proposal may be withdrawn by the proposed by submitting a written request to the email address named herein. A person authorized to sign for the proposer much sign all such requests.

Economy of Presentation

Each proposal shall be prepared simply and economically, providing straightforward, concise delineation of proposer's capabilities to satisfy the requirements of this RFP. Fancy bindings, colored displays, and promotional material are not required. Emphasis on each proposal must be on completeness and clarity of content.

Restriction on Communication with Staff

From the issue date of this RFP until a proposer is selected and the selection is announced, proposers are not allowed to communicate for any reason with any Ho-Chunk Nation staff or elected officials except through email at Keith.Bedeau@ho-chunk.com named wherein or as provided by existing work agreement(s). For violation of this provision, the Ho-Chunk Nation shall reserve the right to reject the proposal of the offending proposer. All questions concerning this RFP must be submitted by email to Keith.Bedeau@ho-chunk.com and shall reference the numbered item for which the question is asked. No response other than written will be binding upon the Ho-Chunk Nation.

Cost for Preparing Proposals

The cost for developing the proposal is the sole responsibility of the proposer, the Ho-Chunk Nation will not provide reimbursement for such costs.

Conflict of Interest

If a proposer has any existing client relationship that involves the Ho-Chunk Nation that would prevent either from being objective, the proposer must disclose such relationship.

Ethics in Public Contracting

By submitting their proposals, all proposers certify that their proposals are made without collusion or fraud and that they have not offered or received any inducements from any other proposer or sub proposer in connection with their proposals, and that they have not conferred with any Ho-Chunk Nation employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater values was exchanged.

RFP Cancellations

The Ho-Chunk Nation may cancel the RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous.

Questions should be directed to the Ho-Chunk Nation Department of Business, via email to:

Keith.Bedeau@ho-chunk.com



INSTRUCTIONS FOR FF&E PROCUREMENT

1.0 GENERAL NOTES AND CONDITIONS

The following instructions have been prepared in accordance with owner-approved design schemes and budgets by HBG Design (HBG). This document has been reviewed with the owner prior to issuance.

All images, photos, and renderings provided by HBG are for design intent and reference only.

2.0 COMMUNICATIONS

HBG uses Newforma Project Center and Newforma Info Exchange to receive, track, and manage all project-related correspondence. This includes:

1. Issuing work packages and architect's supplemental instructions (ASIs).
2. Processing requests for procurement interpretation (RPIs) and submittals.
3. Emails.
4. Schedules.
5. Meeting minutes.
6. Weekly logs and reminders.
7. File transfers.

HBG provides access to Newforma Info Exchange via an email invitation from DONOTREPLY@hbg.design. Once you accept the invitation to Newforma Info Exchange, you must set up a password within 7 days.

Newforma Project Center is an Outlook-based system. When a response is sent to procurement, general contractors, and ownership, you will receive an email notification from DONOTREPLY@hbg.design with an orange "box" link to download the PDF. There is no need to enter the software to retrieve the documents and responses transferred through Newforma Info Exchange.

All projects with an FF&E component will have two projects set up in Newforma. One is for the main project, which is driven by the general contractor, and one is for the FF&E portion of the project. The FF&E project portion will include FF&E in the title. You will receive access to both projects because all contract documents (DDs, CDs, ASIs, etc.) are issued through the main project in Newforma. Please accept the email invitation to both projects.

Information issued through Newforma is available for 14 days following transmittal. If the information needed is not downloaded prior to the 14-day expiration, it can be transmitted again upon request.

All project communications to the owner will be in writing and copy Bobbi Jo Riley, Interiors Contract Administration Coordinator (ICAC) at HBG.

(NAME OF ICAC)

Interiors Contract Administration Coordinator

40 South Main Street, Suite 2300

Memphis, TN 38103

Office Phone Number: (901) 525-2557

Email: (CA FF&E PROJECT SPECIFIC EMAIL ADDRESS)

3.0 ADMINISTRATIVE REQUIREMENTS

3.1 Progress Meetings:

The procurement agent will schedule regular progress meetings (in person or by conference call) at intervals acceptable to the owner.

The procurement agent will preside over the meetings, prepare the written agenda, and distribute the agenda to the participants.

Participants should include procurement agents, vendors, installers (appropriate to the agenda), owners, designers, other affected entities, and contractors if the project requires construction activities.

The agenda should include:

1. Review of previous meeting's minutes.
2. Review of work progress since the previous meeting.
3. Factors affecting work schedule, corrective measures, and revisions.
4. Projected schedule during next work period.
5. Review of submittal schedule.
6. Review of product acquisitions and deliveries.
7. Pending changes or substitutions.
8. Proposed vendor substitutions.
9. The owner's or designer's decisions.
10. Upcoming or issued ASIs.
11. Open RFIs and Submittals.

The procurement agent will record meeting minutes and distribute them to the owner, designer, and other participants within 7 days of each meeting.

3.2 Procurement Schedule (Expediting Report)

The procurement agent will prepare a procurement schedule (also referred to as an Expediting Report) to include a 5-day review time for submittals and another 5-day review time for re-submittals and important stages of work. This includes:

1. Purchase lead times.
2. Fabrication.
3. Mockups.
4. Start of installation.
5. Other applicable stages.

The procurement agent will identify critical dates for owner or designer decisions and the work of vendors and installers.

The procurement agent will supply a PDF copy to the owner, owner's representative, designer, and HBG's ICAC.

If revisions are made to the procurement schedule, the procurement agent will distribute updated copies.

3.3 Purchase Orders and Quantity Review:

HBG does not review or approve purchase orders. The procurement agent is responsible for verifying quantities. Quantities listed on HBG's Product Specifications are for budgetary purposes only.

Please review the contract documents issued by HBG for completeness and coordination of quantities.

3.4 Requests for Information (RFI)

An RFI is used to clarify information contained or inferred in contract documents. The goal of an RFI is to act as a partnering tool to resolve issues and eliminate costly corrective measures. Possible reasons to submit an RFI include

1. Design clarifications.
2. Insufficient details.
3. Notice of a vendor's inability to provide a specified product or system.
4. Vendor questions for designers that require a confirmation or response.
5. Reselections for discontinued items.
6. Any questions the procurement agent or HBG deems necessary.

An RFI is not intended to be used for routine communications, submittals, substitution requests, schedule submittals, transmittals, or change orders. All RFIs are to be submitted via HBG's Newforma tracking system. The designer will return RFI responses in 5 working days unless more time is needed for due diligence or additional information. If more time is required for review, HBG will notify the procurement agent in writing.

3.4.1 RFI Procedure

1. The procurement agent will initiate RFIs using Newforma Info Exchange and will forward RFIs requiring designer action to HBG's ICAC for review, with a copy being sent to the owner.
2. The procurement agent will review each RFI before transmitting it to HBG's ICAC. Incomplete or vague RFIs will be rejected without further action.
3. RFIs should be submitted in a timely manner. Allow a maximum of 5 business days for response to RFIs.
4. Vendors/installers should send questions requiring interpretation to the procurement agent. HBG and its consultants will not respond directly to vendors or installers; therefore, they should not send questions directly to HBG or their consultants.
5. The procurement agent will include any supportive documents (drawings, specifications, transmittals, photos of samples) necessary to review the RFI. Do not include internal emails between vendor and procurement agent as attachments to RFIs. State questions in the question section of the RFI dialogue box.
6. RFIs not officially answered in writing by the designer will be considered 'open' items. Once HBG answers an RFI, it will be officially 'closed' and returned to the procurement agent and other necessary parties via Newforma. Any action the procurement agent takes on RFIs without the designer's written response will be considered at risk.

The procurement agent will submit a separate RFI for each unrelated item, vendor, or venue needing interpretation.

RFIs relating to the procurement documents should indicate a specific document item number corresponding with items in product specifications, as applicable.

RFIs relating to the drawings should indicate the sheet and drawing number.

RFIs referencing a previous RFI or submittal should include the previous RFI number and/or submittal number referenced.

3.4.2 Verbal Requests for Interpretation

HBG acknowledges that unusual conditions may need an immediate verbal response.

1. For telephone requests:
 - a. Confirm each telephone request with a written RFI by the end of the business day.
 - b. Accurately record the procurement agent's question(s) and HBG's verbal response and transmit the RFI to the designer through Newforma Info Exchange.
 - c. Please title the RFI with the Telephone Conversation Subject and the word "Confirmation."
2. For site requests:
 - a. Confirm each site request with a written RFI.
 - b. Accurately record the procurement agent's question(s) and HBG's verbal response and transmit the RFI to the designer through Newforma within 24 hours.
 - c. Please title the RFI with Onsite Conversation and the word "Confirmation."

HBG will determine whether additional information is required to interpret procurement documents. Additional information, such as sketches and/or photographs, will be requested as needed.

3.4.3 HBG Design's Response

1. Only written responses issued by HBG will be considered authoritative.
2. Verbal and written responses issued by the designer's consultants are not authoritative. Proceeding based on such responses is at the procurement agent's sole risk.
3. HBG's responses are not procurement documents and are ineffective in altering contract requirements. If the procurement agent believes that HBG's response constitutes a change in contract requirements, they must notify the designer before proceeding.

3.5 Product Substitution

3.5.1 Product Substitution Procedures

When the procurement agent submits a product for consideration as a change to the design due to cost/time savings, discontinuations, schedule changes, etc., the procurement agent will be asked to submit a substitution request form (included at the end of this document) with the product data, cut sheet and/or sample via the submittal process through Newforma Info Exchange to be considered by the designer. The exception to this procedure would be for “To Bid” products.

The substitution request will include:

- a. Reason for request.
- b. Identification of product for which replacement is requested, with cross-references to procurement documents (Vendor, Tag number, etc.).
- c. Identification of proposed substitution.
- d. Product data, cut sheets, drawings, descriptions, samples, and other information needed to evaluate proposed substitution regarding conformance to contract requirements.
- e. Statement of effect on installation time and coordination with other affected work.
- f. Cost information on proposed substitute (add or deduct).

Substitution requests will adhere to the following:

- a. Any substitution must meet all applicable federal, state, local, or other codes and regulations. Mockups or samples for flame testing will be provided by the manufacturer at their expense. Testing and documentation proving compliance will be the responsibility of the procurement agent or vendor.
- b. Full-size samples showing texture, pattern, color, and other details will be required for all items proposed for substitution.
- c. All samples will be submitted for the designer’s approval prior to purchase, installation, or fabrication.
- d. Acceptance of substitutions will be in the form of an approved substitution request (signed by the designer and owner).

3.5.2 Work-Related Submittals

The procurement agent's submittal of shop drawings, product data, or samples that relate to work not conforming with requirements of the procurement documents does not constitute an acceptable or valid substitution request, regardless of HBG's acceptance or subsequent actions on such submittals.

If the Procurement Agent proceeds with unspecified products without a signed substitution request form (signed by designer and owner), they are proceeding at risk.

Substitution requests constitute a representation that the vendor and procurement agent confirm the following:

1. The function, appearance, and quality are equal or superior to the specified item unless specific exceptions or deviations are specifically and prominently noted on comparison data.
2. The proposed substitution will not affect the schedule, specified warranty requirements, or general warranty obligations.
3. Cost data stated on this form is complete and includes all necessary costs to incorporate substitution.
4. The procurement agent will modify other parts of the work as necessary, incorporating substitution without additional costs.
5. The procurement agent has verified that the use of this substitution conforms to all applicable codes.
6. If accepted, the procurement agent agrees to provide all required submittals per the contract documents.

If a substitution is not accepted, a specified product must be provided.

The burden of proof of the equality of proposed substitutions is on the vendor proposing the substitution.

Substitutions will not be considered when they are indicated or implied on fabrication drawings or product data submittals without separate written requests up to 5 working days before substitution submittal or when approval will require substantial revision to the contract documents.

Should a proposed substitution be approved, fabrication drawings, product data, and samples will be submitted in accordance with contract documents.

3.6 Samples and Submittals

3.6.1 Sample and Submittal Procedures

Submittals will be submitted through Newforma Info Exchange.

All samples must be submitted for HBG's approval before purchase, installation, or fabrication.

Samples sent without a transmittal, project name, tag, and/or reference number will not be reviewed.

The procurement agent will include a tracking number with the Newforma submittal when available and will send 1 physical sample to:

(NAME OF ICAC)

Interiors Contract Administration Coordinator

HBG Design

One Commerce Square

40 South Main Street, Suite 2300

Memphis, Tennessee 38103

901-525-2557

Email: **(CA FF&E PROJECT SPECIFIC EMAIL ADDRESS)**

Samples are not to be sent directly to the designer.

Where samples are requested for the purpose of demonstrating appearance characteristics, the procurement agent will provide enough quantity to demonstrate the full range of color, pattern, or texture that can be expected in finished work.

The procurement agent will coordinate the preparation and processing of submittals with installation activities.

If samples are coming directly from the vendor, please create a submittal in Newforma the day the sample is requested.

HBG will not track or notify the procurement agent of the receipt of samples without a submittal in Newforma.

1. Coordinate submission of different types of submittals for related product elements so processing will not be delayed by need to review submittals concurrently for coordination.
2. The designer may withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

3.6.2 Processing

To avoid delaying installation, the procurement agent will allow enough time for sample and submittal review, including time for resubmittals.

Allow up to 5 working days for the designer's review of each set of submittals.

Additional review time may be necessary when color selections must be coordinated with other submittals.

Allow additional time if the designer must delay processing to permit coordination with subsequent submittals.

Allow up to 5 business days for the designer's review of resubmittals.

No change to approved purchase orders will be allowed because of failure to transmit submittals to HBG sufficiently in advance of the work to permit processing.

Submittals received by HBG ICAC after **3:00 PM CST (15:00 hour)** will be considered received on the following workday.

3.6.3 Sample/Submittal Preparation

All deviations from the requirements of procurement documents should be noted on submittals.

Each sample should be plainly tagged or marked on the exterior with identification of items according to HBG's code as follows:

Example:

PROJECT NAME	
VENDOR NAME	
SEAT-41-01	(Item Tag/Mark)
ARM CHAIR	(Item Description)
HOTEL LOBBY	(Item Location)

Item tags/marks are indicated on the furniture and finish plans prepared by HBG (typically F sheets).

Provide blank spaces approximately 4 by 5 inches each on the label or next to the title block for the designer's and consultant's (if applicable) review stamps.

3.6.4 Submittal Procedure

1. By creating a submittal, the procurement agent deems the following representations and warrants are true:
 - a. Procurement agent has confirmed submittal indicates correct project name and tag numbers (if applicable).
 - b. Procurement agent has verified quantities stated in the submittal and acknowledges that the designer is not responsible for determining or verifying the accuracy and completeness of quantities.
2. The procurement agent will submit each set of related shop drawings, product data, cut sheets or samples with separate transmittal forms.
 - a. Submit related work together as a group when possible (for example: SEAT from the same vendor, TBL from the same vendor, WC from the same vendor).
 - b. Do not submit multiple items from the same vendor in one submittal (example: Tables and seats in one submittal or hardwired and non-hardwired lights in one submittal.)
 - c. Record relevant information and requests for data on the transmittal form and state deviations from procurement document requirements.
3. Do not submit material safety data sheets and similar safety information. HBG is not responsible for reviewing any safety information of products or processes.

Submittals with safety data sheets or similar safety information will be returned without review or other action.
4. Fabrication drawings, product data, samples, and similar submittals are not procurement/contract documents.
5. Custom Submittals:
 - a. Items that have been specified as custom or bid source must be commercial quality and require submission of shop drawings, samples, manufacturer's specifications, and/or finish samples to the designer for approval prior to application or fabrication.
 - b. When field measurements are required for a custom item, they are the fabricator's responsibility. If the fabricator cannot comply with this requirement, it becomes the owner's responsibility to furnish field measurements.

6. Decorative Lighting Submittals:
 - a. All hardwired decorative lighting items specified in this package are to be installed by the general contractor.
 - b. The procurement agent is responsible for coordinating the delivery of these items with the general contractor.
7. Fabric Cuttings:
 - a. The procurement agent is responsible for receiving fabric cuttings for dye lot and fabric finish treatment approval.
 - b. Submit fabric cuttings to HBG's Interiors Contract Administration Coordinator for approval prior to purchasing fabric.
 - c. Cuttings for approval, not from the actual bolt, will be expected to match the provided reviewed submittal.
8. Fabric and Wallcovering Finishes:
 - a. The procurement agent is responsible for coordinating and delivering fiber protection treatment and flame-retardant finishes.
9. After Market Finish Applications:
 - a. The procurement agent will notify the designer if issues arise with after-market finish applications such as flame treatment, backing applications, or stain treatment.
10. For Record Copies:
 - a. HBG does not review For Record Copies unless requested by designer. The vendor is responsible for picking up and implementing all review comments and responses from the designer.
 - b. The procurement agent is to provide ownership and the general contractor with For Record Copies of submittals for their records and in field use.
11. Physical Signatures (Samples and Shop Drawings):
 - a. HBG does not physically sign samples or shop drawings, nor do we approve items into production. However, we provide a stamp with our digital signature, action, and date.
12. Packaging, Shipping, and Installation of Items:
 - a. HBG does not give directions or approval on the packaging, shipping, or installation of items and will not respond to such requests or inquiries.
 - b. Procurement Agent is responsible for installation coordination with owner and general contractor to ensure items fit in elevators, hallways, doorways, etc. Based on "as built" conditions.

3.6.5 Submittal Numbering System

Each submittal will be assigned a unique number by the procurement agent using the following system:

Submittal Number: YYY-XXX.1, .2, ...

Where:

- | | |
|-----|---|
| YYY | Product abbreviations and acronyms as assigned in product specifications (WC, COM, TBL, SEAT, etc.) |
| XXX | Submittal Number in sequence starting from 001 |
| .1 | First Re-Submittal |
| .2 | Second Re-Submittal |

Examples:

If the first submittal on a project is a decorative light fixture (LUM) with fabrication drawings and a sample of finish, the submittal number will be LUM-001.

- a. If any portion of the submittal requires re-submittal, only such portion will be re-submitted with submittal numbers LUM-001.1.
- b. If a second re-submittal were required, they would be numbered LUM-001.2, .3, and so on for subsequent re-submittals.

Do not combine dissimilar categories of products in one submittal. Submit TBL with TBL, SEAT with SEAT, CASE with CASE, etc.

Do not submit TBL with CASE, LT with LUM, etc.

Revisions:

Specific revised information will be marked with a revision cloud and a delta symbol with a revision number.

3.6.6 Designer's Actions

The procurement agent will notify the designer of any error, omission, ambiguity, or discrepancy found within the written portion of the specifications or supporting documentation, such as photos, drawings, or diagrams.

HBG's review of submittals is for the limited purpose of checking for conformance with the information given and the design concept expressed in the contract documents. HBG's review does not constitute approval of safety precautions or, unless otherwise specifically stated by HBG, of any installation means, methods, techniques, sequences, or procedures.

The designer will review submittals for conformance to contract documents and mark them accordingly with HBG's Designer's Action Stamp. HBG does not use the term "Approved" (See Designer's Action Stamp information below).

3.6.7 Designer's Action Stamp

NO EXCEPTIONS TAKEN	The submittal conforms to the Contract Documents.
MAKE CORRECTIONS NOTED	Correct noted exceptions in the submittal and conform to the Contract Documents. Resubmittal is not required unless specifically noted in the review comments. May include additional comments in lieu of corrections.
REVISE AND RESUBMIT	Revise the submittal as noted. Resubmittal is required for additional review.
REJECTED	The submittal is rejected as nonresponsive and not conforming to the Contract Documents. Provide a submittal conforming to the Contract Documents.
REVIEW FOR INFORMATION ONLY	The submittal is retained for record without comments.

3.6.8 Product Data/Cut Sheets

The procurement agent will clearly mark each copy to identify pertinent products, features, and applicable choices and options.

Indicate performance characteristics and capacities.

Indicate dimensions and clearances required.

Where procurement documents include system description, design requirements, or performance requirements, include information evidencing conformance to those requirements.

Show wiring or piping diagrams and controls.

Modify standard drawings or diagrams to delete information not applicable to the work.

Manufacturer installation instructions, safety recommendations, and similar information relating to the installer's means, methods, and safety responsibilities that are contained in standard printed product data are considered informational and will not be reviewed by HBG. Please do not include these items or mark an X on the pages.

3.6.9 Fabrication Drawings

The procurement agent will identify details by reference to the sheet and detail, schedule, or room number on procurement drawings. Drawings will be prepared to accurate scale.

1. Do not reproduce procurement documents as the basis of fabrication drawings.
2. Standard information prepared without specific reference to the project is not a fabrication drawing.

HBG is not required to provide electronic files to the procurement agent or vendor but may do so at their discretion, provided an Electronic Data Agreement is signed by the requesting party. Request electronic files from designer via email. An electronic data agreement will then be provided to you.

3.7 Closeout Procedures

HBG will inspect the work to determine compliance with the procurement documents.

1. The designer will complete a final review of placement of all FF&E. HBG will review each FF&E piece withing each room type for conformance with design intent based on the contract documents (specifications). Design review to be completed prior to furniture installation of remaining room types corresponding with the room in review.
2. The final FF&E punch list will be a compilation of HBG, procurement agent, owner, and furniture installer's (if applicable) notes and/or punch lists.

3.8 Completion

The procurement agent will take the following actions before requesting a final inspection, listing any incomplete action in the request:

1. Submit a list of items to be completed and corrected ("punch list") to HBG's Interiors CAC.
2. Prepare and submit project record documents, operation and maintenance manuals, and similar final record information to the owner.

3.8.1 Operation and Maintenance Manual (O&M Manual)

Prior to submittal of the O&M Manual, discuss with the owner and designer the final format of the manual. HBG is to receive 1 completed digital copy from the procurement agent.

DOCUMENT 00 63 26 - PROCUREMENT SUBSTITUTION REQUEST FORM

PROJECT NAME: **DATE:**

PROCUREMENT GROUP:

1. We request consideration to use:

.....
(Proposed Substitution)

Instead of the following specified Item:

.....
(Procurement Document Reference) (Product Description)

2. Reason for request: *(Refer to Architect's General Requirements for Procurement for permitted reasons)*

.....
.....

3. Proposed change to Budget: **Deduct: \$** **Add: \$**

4. Comparison data of proposed substitution with specified items are attached that indicate name, brand, catalog numbers, manufacturer, and list significant variations:

Product Data Samples Procurement Documents

5. The Procurement Agent has investigated the proposed substitution and certifies the following:
- a. The function, appearance, and quality are equal or superior to the specified item unless specific exceptions or deviations are specifically and prominently noted on comparison data.
 - b. Proposed substitution will not affect schedule, specified warranty requirements, or general warranty obligations.
 - c. Cost data stated on this form is complete and includes all necessary costs to incorporate substitution.
 - d. The Procurement Agent will modify other parts of the Work as necessary and without additional cost to the Owner to make all parts of the Work complete and functional.
 - e. The Procurement Agent has verified that the use of this substitution conforms to all applicable codes.

If accepted, the Procurement Agent agrees to provide submittals per requirements of Architect's General Requirements for Procurement.

Procurement Agent Signature: **Date:**

ARCHITECT'S REVIEW AND ACTION

Accepted

Accepted as Noted

Not Accepted

Received too Late

Architect: **Date:**

Owner: **Date:**