

State of Hawaii
DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT, AND TOURISM
Honolulu, Hawaii

AGRIBUSINESS DEVELOPMENT CORPORATION

IFB-26-200-009

CONTRACT SPECIFICATIONS

Operation and Maintenance of Wahiawa Irrigation System
District of Wahiawa
Oahu, Hawaii

July 24, 2026

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NOTICE TO OFFERORS
(Chapter 103D,HRS)
IFB-26-200-009

COMPETITIVE BIDS for Operation and Maintenance of the Wahiawa Irrigation System (WIS), Wahiawa, Oahu, Hawaii shall be submitted to the Agribusiness Development Corporation (ADC) electronically via the Hawaii e-Procurement System (HIePRO) on or before **2:00pm, Thursday, August 20, 2026**. HIePRO is accessible through the State Procurement Office website at www.spo.hawaii.gov.

The State of Hawaii General Conditions revised January 10, 2023, shall be made a part of the contract awarded.

A mandatory pre-bid meeting and site visit will be held on August 3, 2026 at 10:00 a.m. The pre-bid site visit will begin at the parking lot located at 1830 Wilikina Dr, Wahiawa, HI 96876. Interested parties should contact Ken Nakamoto at (808) 586-0087 or Ken.T.Nakamoto@hawaii.gov to coordinate details.

The project site is situated on the island of Oahu at Wahiawa and runs from Lake Wilson to the North Shore. The known streets include Kamehameha Hwy., Kaukonahua Rd., and Wilikina Dr. See attached location map of the system. The scope of work includes operation and maintenance of the irrigation system used for irrigation purposes, including valves, controls, filters, and other components of the system to the customer water meters or point of delivery. Specialized tasks include daily visual inspection of the water system facilities, specifically the three regulated dams. Maintain water levels of the regulated dams as directed by ADC. An on-island project manager for the duration of this multi-year contract shall be available during working hours plus two hours after working hours. **Due to the nature of work contemplated, bidders must have an employee or subcontractor on staff who has a minimum of 10 years of work experience in operating and maintaining high hazard reservoirs and open ditch irrigation systems and possess a valid State contractor's licenses, classification C-37b. Any loss of or damage to ADC property caused by negligence of the Contractor or its employees, shall be replaced, repaired, and/or paid for by the Contractor.**

Contract award is subject to the availability of funding. **Bidders are hereby notified that upon full execution of a contract, the operation and maintenance of the Wahiawa Irrigation System is scheduled to commence on the Notice to Proceed for one calendar year with the option to extend for up to two consecutive years.** The estimated cost of the scope of work is \$350,000.00 (Includes Items I-VI).

Should there be any questions, please call Ken Nakamoto at (808) or email ken.t.nakamoto@hawaii.gov.

/s/ Wendy L. Gady
Executive Director

Operation and Maintenance of the Wahiawa Irrigation System
At the District of Wahiawa, Wahiawa, Oahu, Hawaii
IFB-26-200-009

Procurement Officer
Agribusiness Development Corporation
235 South Beretania St., Ste. 205
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions of the Specifications and Special Conditions specified in the Invitation for Bids attached hereto, and in the General Conditions (AG-008 January 10, 2023), which by reference is made a part hereof and attached hereto, and submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully submitted:

Telephone No.: _____

Fax No.: _____

Email address: _____

*Exact Legal Name of Offeror (Company Name)

Payment address, if other than street
Address at right:

Authorized Signature

Print Name

Title

Street Address (Not P. O. Box)

City, State, Zip Code

Hawaii General Excise Tax License I.D. No. _____

Social Security or Federal I. D. No. _____

*If Offeror shown above is a "D.B.A." or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture

State of Incorporation: Hawaii _____ **Other _____

** If "Other", is corporate seal available in Hawaii? ☐ Yes ☐ No

The following is a bid for IFB-26-200-009: Operation and Maintenance of the Wahiawa Irrigation System at Wahiawa, Oahu, Hawaii

Base Year: Period from September 1, 2026 to August 31, 2027

Item No.	Description	Lump Sum Total
I.	Operations:	
A.	Daily visual inspections of water system facilities, specifically the three regulated dams and maintain water levels as directed by ADC	\$ _____
B.	Master meter reading and preparation of records	\$ _____
C.	Update existing water system maps as required and provide information to ADC	\$ _____
D.	Inspect and take monthly readings of water meters in meter boxes as necessary for billing purposes	\$ _____
II.	Preventive Maintenance recurring tasks:	
E.	Repair water system leaks (no replacement of major components)	\$ _____
F.	Flush water system lines	\$ _____
G.	Exercise/maintenance of valves, pressure reducing valves, filters, and air release valves	\$ _____
H.	Check oil feed to well pumps, discharge psi, flow amps, volts	\$ _____
I.	Maintain security (locks, fencing) to wells and pumping stations	\$ _____
J.	Weed control along ditch banks and other infrastructure	\$ _____
K.	General cleanup of area surrounding dam and other infrastructure	\$ _____
L.	Hand/mechanized desilting of ditch line as required	\$ _____
M.	Backflow testing and maintenance for wells	\$ _____
N.	Repainting of water tanks, pump houses, and mechanical repairs of pumps and motor replacement	\$ _____
O.	Contingency as necessary and approved by ADC	\$ <u>100,000.00</u>

Base Year Estimate Subtotal Sum Bid Price – ITEMS I-II:

\$

* Supporting cost or pricing data for Estimated Total Sum Bid Price to be completed below

SUPPORTING COST OR PRICING DATA:

E. Repair water system leaks

_____ X (\$ _____ + \$ _____) = \$ _____
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) _____
_____ Lump sum: \$ _____

Other (describe) _____ Lump sum: \$ _____

F. Flush water system lines

_____ X (\$ _____ + \$ _____) = \$ _____
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) _____
_____ Lump sum: \$ _____

Other (describe) _____ Lump sum: \$ _____

G. Exercise/maintenance of valves, pressure reducing valves, filters, and air release valves

_____ X (\$ _____ + \$ _____) = \$ _____
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) _____
_____ Lump sum: \$ _____

Other (describe) _____ Lump sum: \$ _____

H. Check oil feed to well pumps, discharge psi, flow amps, volts

_____ X (\$ _____ + \$ _____) = \$ _____
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) _____
_____ Lump sum: \$ _____

Other (describe) _____ Lump sum: \$ _____

I. Maintain security (locks, fencing) to wells and pumping stations

_____ X (\$ _____ + \$ _____) = \$ _____
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) _____
_____ Lump sum: \$ _____

Other (describe) _____ Lump sum: \$ _____

J. Weed control along ditch banks and other infrastructure

_____ X (\$ _____ + \$ _____) = \$ _____
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) _____
_____ Lump sum: \$ _____

Other (describe) _____ Lump sum: \$ _____

K. General cleanup of area surrounding dam and other infrastructure

_____ X (\$ _____ + \$ _____) = \$ _____
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) _____
_____ Lump sum: \$ _____

Other (describe) _____ Lump sum: \$ _____

L. Hand/mechanized desilting of ditch line as required

_____ X (\$ _____ + \$ _____) = \$ _____
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) _____
_____ Lump sum: \$ _____

Other (describe) _____ Lump sum: \$ _____

M. Backflow testing and maintenance for wells

_____ X (\$ _____ + \$ _____) = \$ _____
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) _____
_____ Lump sum: \$ _____

Other (describe) _____ Lump sum: \$ _____

N. Repainting of water tanks, pump houses, and mechanical repairs of pumps and motor replacement

_____ X (\$ _____ + \$ _____) = \$ _____
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) _____
_____ Lump sum: \$ _____

Other (describe) _____ Lump sum: \$ _____

O. Contingency

\$ 100,000.00

Option Year One: Period from September 1, 2027 to August 31, 2028

Item No.	Description	Lump Sum Total
III.	Operations:	
A.	Daily visual inspections of water system facilities, specifically the three regulated dams and maintain water levels as directed by ADC	\$ _____
B.	Master meter reading and preparation of records	\$ _____
C.	Update existing water system maps as required and provide information to ADC	\$ _____
D.	Inspect and take monthly readings of water meters in meter boxes as necessary for billing purposes	\$ _____
IV.	Preventive Maintenance recurring tasks:	
E.	Repair water system leaks (no replacement of major components)	\$ _____
F.	Flush water system lines	\$ _____
G.	Exercise/maintenance of valves, pressure reducing valves, filters, and air release valves	\$ _____
H.	Check oil feed to well pumps, discharge psi, flow amps, volts	\$ _____
I.	Maintain security (locks, fencing) to wells and pumping stations	\$ _____
J.	Weed control along ditch banks and other infrastructure	\$ _____
K.	General cleanup of area surrounding dam and other infrastructure	\$ _____
L.	Hand/mechanized desilting of ditch line as required	\$ _____
M.	Backflow testing and maintenance for wells	\$ _____
N.	Repainting of water tanks, pump houses, and mechanical repairs of pumps and motor replacement	\$ _____
O.	Contingency as necessary and approved by ADC	\$ <u>100,000.00</u>

Year One Estimate Subtotal Sum Bid Price – ITEMS III-IV: \$

* Supporting cost or pricing data for Estimated Total Sum Bid Price to be completed below

SUPPORTING COST OR PRICING DATA:

E. Repair water system leaks

_____ X (\$ _____ + \$ _____) = \$ _____
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) _____
_____ Lump sum: \$ _____

Other (describe) _____ Lump sum: \$ _____

F. Flush water system lines

_____ X (\$ _____ + \$ _____) = \$ _____
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) _____
_____ Lump sum: \$ _____

Other (describe) _____ Lump sum: \$ _____

G. Exercise/maintenance of valves, pressure reducing valves, filters, and air release valves

_____ X (\$ _____ + \$ _____) = \$ _____
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) _____
_____ Lump sum: \$ _____

Other (describe) _____ Lump sum: \$ _____

H. Check oil feed to well pumps, discharge psi, flow amps, volts

_____ X (\$ _____ + \$ _____) = \$ _____
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) _____
_____ Lump sum: \$ _____

Other (describe) _____ Lump sum: \$ _____

I. Maintain security (locks, fencing) to wells and pumping stations

_____ X (\$ _____ + \$ _____) = \$ _____
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) _____
_____ Lump sum: \$ _____

Other (describe) _____ Lump sum: \$ _____

J. Weed control along ditch banks and other infrastructure

_____ X (\$ _____ + \$ _____) = \$ _____
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) _____

_____ Lump sum: \$ _____

Other (describe) _____ Lump sum: \$ _____

K. General cleanup of area surrounding dam and other infrastructure

_____ X (\$ _____ + \$ _____) = \$ _____
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) _____
_____ Lump sum: \$ _____

Other (describe) _____ Lump sum: \$ _____

L. Hand/mechanized desilting of ditch line as required

_____ X (\$ _____ + \$ _____) = \$ _____
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) _____
_____ Lump sum: \$ _____

Other (describe) _____ Lump sum: \$ _____

M. Backflow testing and maintenance for wells

_____ X (\$ _____ + \$ _____) = \$ _____
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) _____
_____ Lump sum: \$ _____

Other (describe) _____ Lump sum: \$ _____

N. Repainting of water tanks, pump houses, and mechanical repairs of pumps and motor replacement

_____ X (\$ _____ + \$ _____) = \$ _____
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) _____
_____ Lump sum: \$ _____

O. Contingency

\$ 100,000.00

Option Year Two: Period from September 1, 2028 to August 31, 2029

Item No.	Description	Lump Sum Total
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V. Operations:

A. Daily visual inspections of water system facilities, specifically the three

- regulated dams and maintain water levels as directed by ADC \$ _____
- B. Master meter reading and preparation of records \$ _____
- C. Update existing water system maps as required and provide information to ADC \$ _____
- D. Inspect and take monthly readings of water meters in meter boxes as necessary for billing purposes \$ _____
- VI. Preventive Maintenance recurring tasks:
- E. Repair water system leaks (no replacement of major components) \$ _____
- F. Flush water system lines \$ _____
- G. Exercise/maintenance of valves, pressure reducing valves, filters, and air release valves \$ _____
- H. Check oil feed to well pumps, discharge psi, flow amps, volts \$ _____
- I. Maintain security (locks, fencing) to wells and pumping stations \$ _____
- J. Weed control along ditch banks and other infrastructure \$ _____
- K. General cleanup of area surrounding dam and other infrastructure \$ _____
- L. Hand/mechanized desilting of ditch line as required \$ _____
- M. Backflow testing and maintenance for wells \$ _____
- N. Repainting of water tanks, pump houses, and mechanical repairs of pumps and motor replacement \$ _____
- O. Contingency as necessary and approved by ADC \$ 100,000.00

Year Two Estimate Subtotal Sum Bid Price – ITEMS V-VI: \$

* Supporting cost or pricing data for Estimated Total Sum Bid Price to be completed below

SUPPORTING COST OR PRICING DATA:

E. Repair water system leaks

_____ X (\$ _____ + \$ _____) = \$ _____
 No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) _____
 _____ Lump sum: \$ _____

Other (describe) _____ Lump sum: \$ _____

F. Flush water system lines

_____ X (\$ _____ + \$ _____) = \$ _____
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) _____
_____ Lump sum: \$ _____

Other (describe) _____ Lump sum: \$ _____

G. Exercise/maintenance of valves, pressure reducing valves, filters, and air release valves

_____ X (\$ _____ + \$ _____) = \$ _____
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) _____
_____ Lump sum: \$ _____

Other (describe) _____ Lump sum: \$ _____

H. Check oil feed to well pumps, discharge psi, flow amps, volts

_____ X (\$ _____ + \$ _____) = \$ _____
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) _____
_____ Lump sum: \$ _____

Other (describe) _____ Lump sum: \$ _____

I. Maintain security (locks, fencing) to wells and pumping stations

_____ X (\$ _____ + \$ _____) = \$ _____
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) _____
_____ Lump sum: \$ _____

Other (describe) _____ Lump sum: \$ _____

J. Weed control along ditch banks and other infrastructure

_____ X (\$ _____ + \$ _____) = \$ _____
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) _____
_____ Lump sum: \$ _____

Other (describe) _____ Lump sum: \$ _____

K. General cleanup of area surrounding dam and other infrastructure

_____ X (\$ _____ + \$ _____) = \$ _____
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) _____

_____ Lump sum: \$ _____

Other (describe) _____ Lump sum: \$ _____

L. Hand/mechanized desilting of ditch line as required

_____ X (\$ _____ + \$ _____) = \$ _____
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) _____
_____ Lump sum: \$ _____

Other (describe) _____ Lump sum: \$ _____

M. Backflow testing and maintenance for wells

_____ X (\$ _____ + \$ _____) = \$ _____
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) _____
_____ Lump sum: \$ _____

Other (describe) _____ Lump sum: \$ _____

N. Repainting of water tanks, pump houses, and mechanical repairs of pumps and motor replacement

_____ X (\$ _____ + \$ _____) = \$ _____
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) _____
_____ Lump sum: \$ _____

O. Contingency

\$ 100,000.00

TOTAL SUM BID PRICE – ITEMS I – VI: \$ _____

(Award shall be based on this TOTAL SUM BID PRICE; however, award of the contract will be given for the **Base Year** only, with the option to extend up to two consecutive years (Option Years One and Two). See Award of Contract on page SP-3.

BIDDER _____

COMPANY NAME _____

BIDDER SHALL COMPLETE THE FOLLOWING:

Oahu office address: _____

On-island Project Manager: _____

Telephone, Mobile and Fax Nos. _____

E-mail Address: _____

Alternate Oahu emergency after hours, weekend, and holiday point of contact:

Name and Telephone No. _____

Contractor License No. _____ **(attach a copy to the Bid).**

List two (2) companies or government agencies for whom bidder has provided or is currently providing related services as specified herein. (Name, address, contact person, telephone number, facsimile number and e-mail address):

Company	Address
---------	---------

Contact Person	Telephone no.	Fax no.	Email
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Company	Address
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Contact Person	Telephone no.	Fax no.	Email
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Insurance Coverages (if applicable):

	<u>Carrier</u>	<u>Policy No.</u>	<u>Agent</u>
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Commercial General Liability			
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Worker's Compensation			
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Temporary Disability			
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Prepaid Health Care			
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Unemployment Insurance: State of Hawaii Labor No. _____

9/19/00

**WAGE CERTIFICATE
FOR SERVICE CONTRACTS**
(See Special Provisions)

Subject: IFB No.: IFB-26-200-009

Title of IFB: Operation and Maintenance of Wahiawa Irrigation System
District of Wahiawa, Wahiawa, Oahu, Hawaii

Agribusiness Development Corporation

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the state government relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Bidder _____

Signature _____

Title _____

Date _____

WAGE CERTIFICATE

IFB-26-200-009

9/20/00

TAX EQUALIZATION CERTIFICATE

(See Special Provisions)

Subject: IFB No.: IFB-26-200-009

Title of IFB: Operation and Maintenance of Wahiawa Irrigation System
District of Wahiawa, Oahu, Hawaii
(To be filled in by prospective Offeror)

Out-of-state Offerors not possessing a Hawaii General Excise Tax (hereinafter "GET") license must answer all questions:

- | | <u>Yes</u> | <u>No</u> |
|---|------------------|-----------------|
| | (check only one) | |
| 1. Does your business have an office, inventory, property, employees, or other representation in the State of Hawaii (hereinafter "SOH")? | <u> </u> | <u> </u> |
| 2. Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? | <u> </u> | <u> </u> |
| 3. Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH? | <u> </u> | <u> </u> |
| 4. Will your business provide any services in the SOH under the contract to be awarded? | <u> </u> | <u> </u> * |

*If the entire services are to be subcontracted, subject to the State's approval, provide the names of the subcontractor(s): _____

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, Hawaii Revised Statutes (hereinafter "HRS"), at the current 4% rate, and where applicable to tangible property imported into the SOH for resale, subject to the current 1/2% use tax imposed by Chapter 238, HRS.

If you answered "No" to all questions, then the taxpayer preference provision described in Section 103-1008, HRS, applies to you.

Offeror _____

Signature _____

Title _____

Date _____

TAX EQUALIZATION CERTIFICATE

IFB-26-200-009

SPECIFICATIONS

Operation and Maintenance of Wahiawa Irrigation System Wahiawa, Oahu, Hawaii

1. Management, Operation, and Maintenance of Agricultural Water System

Contract shall manage, operate, and maintain the Wahiawa Irrigation System (WIS). The irrigation system runs from Lake Wilson to the North Shore. Among other things, the water system currently includes the following:

- a. Lake Wilson reservoir collects and stores surface water. This water is released as required for irrigation purposes through a series of ditch lines, tunnel, siphons, and flumes. Final water delivery is generally from holding reservoirs or holding ponds through filter stations, pipelines, and lastly water meters to point of deliverer to the customer.

2. Services Provided by Contractor

Without limiting Contractor's general duty to manage, operate, and maintain the water system, Contractor shall provide all General and Administrative Services and Operations and Maintenance Services as set forth. The following terms and conditions shall also apply to all work performed by Contractor:

- a. Operations and Maintenance. Contractor's obligation for the performance of operations and maintenance shall be to provide routine operations and repairs necessary to maintain service of the WIS. Renewal or replacement of facilities shall only be performed after the prior approval of ADC, except in such cases as may be an emergency. In general, an emergency shall exist when action is required to protect the public or maintain service to a major customer. In the event of an emergency, Contractor shall proceed with necessary emergency repair without prior approval of ADC provided that all Applicable Laws are complied with and the cost of such action does not exceed \$5000.00.
- b. Customer Inquiries will be handled directly by ADC during normal working hours, Monday through Friday, 8:00 am to 5:00 pm. Emergencies and off-hours calls will be handled by ADC who will notify Contractor of all calls and actions taken, if any, and any action recommended by Contractor to customers.
- c. Repairs to the Water System shall be deemed routine repair such as replacement of a component such as a section of piping or pipe fittings, plugging or repair of minor leaks (<15 GPM) in the open ditches, preventative maintenance of major control mechanism, replacement of master meters and/or other similar component.
- d. Meters. Normal maintenance shall not include the replacement of a customer's meter with a meter from ADC's inventory of customer meters if required to maintain continuity of service and billing for the customer, nor repairs to such

meters. ADC will promptly reimburse Contractor for the cost of all renewal and replacement performed by Contractor pursuant to prior approval.

- e. **Optional Services.** Upon the request of ADC, Contractor may perform any other optional services. Prior to the performance of an optional service, Contractor shall present a price for the work for approval. Contractor's price shall be reasonable and shall not include labor charges for employees whose day-to-day work is on the WIS.
- f. **New Services.** Contractor shall install all routine and normal new service connections for customers in accordance with the rules and regulations of ADC with prior written approval by ADC. If approved in advance by ADC reasonable costs adjustment will be made, over/above agreed upon Contract Price.
- g. **Independent Contractors.** Provided that Contractor first obtains ADC's written consent (except in the case of emergency) as set forth in the Agreement, Contractor may contract with qualified and properly licensed independent contractors for any repair, maintenance or other work beyond the capability of Contractor's employees, so long as such repairs, maintenance or work are necessary and in conformance with the terms and provisions of this Agreement., including but not limited to the provisions above relating to emergencies. ADC will have no obligation to pay Contractor any sums beyond the basic monthly fee set forth in this Agreement or to reimburse Contractor for the cost of such independent contractors unless ADC gives its prior written consent (except as provided with respect to emergencies in paragraph 2.A above). In no event shall ADC be required to pay Contractor for Work provided by independent contractors for services which Contractor should have performed pursuant to the terms and provisions of this Agreement. For example, ADC shall only be obligated to pay the basic monthly fee (the Contract Price) even if Contractor uses independent contractors to perform routine work.
- h. **When Services Performed.** Work shall be performed any day of the week and emergency conditions, as contemplated above, shall be promptly corrected as required.
- i. **Inventory.** Contractor agrees to maintain an inventory of materials and supplies necessary to meet normal maintenance requirements with such inventory being paid for by Contractor, but the cost of materials and supplies necessary for renewal and replacement and to meet new service requirements shall be reimbursed to Contractor.
- j. **No Authority.** Contractor shall not obligate ADC to any contract or other legal commitment without ADC's prior consent in writing.

3. Operations and Maintenance Services

The Operations and Maintenance Services to be provided by Contractor shall include, but not be limited to, the following:

- a. **Operations:**

- i. Overseeing and providing day-to-day operations of the water system and two wells used for irrigation purposes, including valves, controls, filters, and other components of the system to the customer water meters or point of delivery.
 - ii. Daily visual inspection of water system facilities, specifically the three regulated dams. Maintain water levels of the regulated dams as directed by ADC. Maintain Wahiawa Reservoir water level, as close as possible, to 65ft by adjusting water dumping into the stream through the approved dumping system.
 - iii. Master meter reading and preparation of records in connection therewith.
 - iv. Update existing water system maps as required and provide information to ADC.
 - v. Inspect and take monthly readings of water meters in meter boxes as necessary for billing purposes.
 - vi. Have a working backhoe or excavator available for repairs and maintenance.
- b. Maintenance:
- i. Routine preventative maintenance and repairs to the water system (not requiring replacement of components of the systems, i.e. piping, major control mechanism, pumps, master meter, electric motors or excavation).
 - ii. Repairing water system leaks not requiring replacement of a major component of the water system or wells or excavation.
 - iii. Flushing water lines.
 - iv. Exercising and maintenance of valves, pressure reducing valves, filters, and air release valves.
 - v. Check oil feed to well pumps, discharge psi, flow amps, volts.
 - vi. Maintain security (locks and existing fencing) to the wells and pumping station.
 - vii. Weed control along ditch banks and other infrastructure. Maintain upstream and downstream slopes on the three regulated dams. Upstream slopes to be maintained vegetation free while downstream slopes should have controlled groundcover vegetation.
 - viii. General cleanup of area surrounding the dam and other infrastructure.
 - ix. Hand/mechanized desilting of ditch line as required.
 - x. Backflow testing and maintenance for wells.
 - xi. Expressly excluded is repainting of water tanks, pump houses, and mechanical repairs of pumps and motor replacement.
 - xii. Contractor shall comply with all applicable operating and maintenance specifications and manuals pertaining to the water system facilities.

4. General and Administrative Services

The General and Administrative Services provided by Contractor shall include, but not be limited to, the following:

- a. Monthly, bi-monthly, or quarterly meter readings as determined by ADC's customer contracts.

- b. Monthly operations reports. Monthly reports shall include:
 - i. Operating report with respect to system operations and date.
 - ii. Operating and maintenance reports of the three regulated dams including water levels, maintenance performed, visual inspections, and water discharged.
 - iii. Management report, including Contractor's recommendations, warning, and observations regarding trends shall be included.
 - iv. Observation of dam water seepage, in terms of turbidity and volume changes.

5. Exclusions

The following expenses and services are not part of Contractor's responsibilities under this agreement.

- a. Electric power
- b. Telephone tie-ins for controls
- c. Water quality testing expenses
- d. Major equipment replacement
- e. Construction expenses
- f. Irrigation water facilities landscaping
- g. Chemical expenses
- h. Diesel for backhoe or other heavy equipment
- i. Taxes
- j. Debt service on bonds
- k. Consumer bad debts
- l. Legal expenses, except as provided herein.

SPECIAL PROVISIONS

TERMS AND ACRONYMS USED HEREIN

Procurement Officer	=	The Chairperson for the Board of Agriculture
State	=	All agencies, including schools, participating in this agreement.
SPO	=	State Procurement Office of the State of Hawaii, located at 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813, P.O. Box 119, Honolulu, Hawaii 96810-0119.
ADC	=	Agribusiness Development Corporation, located at 235 South Beretania Street, Suite 205, Honolulu, Hawaii 96813.
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
CA	=	Contract Administrator
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
GC	=	General Conditions (AG-008, Revised January 10, 2023)
IFB	=	Invitation for Bids
RFP	=	Request for Proposals
GET	=	General Excise Tax

SCOPE OF WORK

The Contractor shall provide labor, equipment and materials as required to operate and maintain the Wahiawa Irrigation System and associated infrastructure, located within the District of Wahiawa for Agribusiness Development Corporation. In addition, the Contractor shall perform, as needed and as approved by the State, routine operations and repairs necessary to maintain service of the WIS (not including replacement of components of the systems. i.e. piping, major control mechanism, pumps, master meter, electric motors, or excavation). The objective of the scope of work is to safely and continuously maintain the Wahiawa Irrigation System, while keeping associated components in good, working condition.

MINIMUM QUALIFICATION

In addition to meeting legal and other requirements of this IFB, Bidder shall meet the following qualification requirements to be considered for award:

1. Bidder shall have at least ten years of work experience in operating and maintaining high hazard reservoirs and open ditch irrigation systems
2. Bidder shall possess a valid State Contractor's license, classification C-37b.

SITE VISIT

Prior to submitting an offer, a mandatory site visit has been scheduled for August 3, 2026 and will start at 10:00 a.m. Submission of an offer shall be evidence that the Bidder

understands the scope of the project and shall comply with specifications herein, if awarded the contract. No additional compensation, subsequent to bid opening, shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.

CONTRACT ADMINISTRATOR

For the purpose of this contract, the ADC Contract Manager is designated as the Contract Specialist by the Executive Director of Agribusiness Development Corporation. The telephone number at which he may be reached is (808) 215-1358, or general delivery email: dbedt.adc@hawaii.gov.

TERM OF CONTRACT

Contractor shall enter into a contract for furnishing these services commencing from the official start date specified on the Notice to Proceed and terminating on or before July 25, 2027 (Base Period).

Unless terminated as provided for in the State's General Conditions, and at ADC's sole option, the contract may be extended for two consecutive twelve-month periods (Option Period) or parts thereof without rebidding, upon mutual agreement in writing at least sixty (60) days prior to each expiration, provided the contract price shall remain the same or lower than the initial bid price for the Option Period. The ADC may terminate any extended contract period at any time upon ninety (90) days prior written notice.

INTENT TO BID

Written notice of intent to bid is not required.

BID PREPARATION

Offer Form. Bidder is required to submit its offer using Bidder's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate the exact legal name in the appropriate space on page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the Offer Form, page OF-1, may be an original signature in ink or an electronic signature accompanied by an audit or authentication. If unsigned, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Bidder's intent to be bound.

HlePRO. Bidder shall enter lump sum bid onto HlePRO Line Item. Bidder shall upload completed Base Bid quotation onto HlePRO.

Hawaii business. A business entity referred to as a "Hawaii business", is registered and incorporated or organized under the laws of the State of Hawaii.

Compliant non-Hawaii business. A business entity referred to as a “compliant non-Hawaii business,” is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State.

Bid Quotation. Bid price shall include all applicable taxes and labor, equipment, tools, material, supplies, transportation, and any other costs incurred to provide goods and services as specified herein. Bidder shall bid on all items to qualify for award consideration.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current 4% rate. If, however, a Bidder is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Bidder shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

Taxpayer Preference. For evaluation purposes, pursuant to §103D-1008, HRS, the Bidder's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Insurance. Bidder shall provide insurance information as requested on the appropriate Bid Form page.

SUBMISSION OF BID

The Bid shall be submitted electronically via HlePRO before 2:00 p.m. August 20, 2026, as stated on the Notice to Bidders RFQ-26-200-009. NO BIDS WILL BE ACCEPTED BY REGULAR MAIL, FACSIMILE OR EMAIL.

Any information provided in the bid by Bidder that Bidder deems proprietary or confidential must be labeled or noted as proprietary or confidential or shall be subject to the Uniform Information Practices Act, Chapter 92F, HRS.

SUBMISSION OF QUESTIONS

Interested Offerors shall submit their questions on HlePRO before the deadline of Friday, August 7, 2026, 2:00 p.m. Answers will be posted by HlePRO on Wednesday, August 12, 2026, at 4:00 p.m.

AWARD OF CONTRACT

Method of Award. Award, if made, shall be to the responsive, responsible bidder submitting the lowest Total Base Bid.

Prior to awarding the contract, the State will require certification of the following insurance coverage:

Worker's Compensation
Temporary Disability
Unemployment Insurance

Prepaid Health Care

Responsibility of Lowest Responsive Bidder. Reference §3-122-112, HAR, Responsibility of Bidders. If compliance documents have not been submitted to the ADC prior to the award, the lowest responsive bidder shall produce documents to the procurement officer to demonstrate compliance with this section.

HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:

Pursuant to §103D-328, HRS, the lowest responsive Bidder, shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent stamp approval date on the certificate. It must be valid on the date it is received by the ADC.

RESPONSIBILITY OF OFFERORS

Bidder is advised that if awarded a contract under this solicitation, the Bidder shall be required to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to HRS §103D-310(c):

1. **Chapter 237, tax clearance;**
2. **Chapter 383, unemployment insurance;**
3. **Chapter 386, workers' compensation;**
4. **Chapter 392, temporary disability insurance;**
5. **Chapter 393, prepaid health care; and**
6. **Chapter 103D-310(c), Certificate of Good Standing (COGS) for awards \$2,500 or greater.**

The State will verify compliance with Hawaii Compliance Express (HCE) for awards at \$2,500 or greater.

HCE is an electronic system that allows vendors, contractors and services providers to do 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.

Vendors, contractors and service providers should register online with Hawaii Compliance Express (HCE) prior to submitting an offer at <http://vendors.ehawaii.gov>. The annual registration fee is \$12.00 payable to Hawaii Information Consortium, LLC (HIC).

If you have any questions, please call: Hawaii Information Consortium, LLC
Phone no. 695-4620 or
Email: info@ehawaii.gov.

The "Certificate of Vendor Compliance" is accepted for both contracting and final payment.

Paper documents as proof of compliance are NOT ACCEPTABLE. Offerors are advised that the following paper compliance documents will no longer be accepted:

Tax Clearance Form A-6.
Certificate Of Compliance, DLIR Form LIR#27
Certificate Of Good Standing, DCCA (BREG).

Timely Submission of Compliance Document. The “**Certificate of Vendor Compliance**” must be submitted to the ADC **within five (5) working days from the date the request is made.** If the certificate is not submitted on a timely basis, an otherwise responsive offer from the bidder responsible may not receive the award.

It is recommended that Bidders register with Hawaii Compliance Express (HCE) prior to responding to a solicitation to ensure timely submittal when requested. Bidders should be aware that it may take up to thirty (30) working days to establish a compliance status

CONTRACT EXECUTION

Successful bidder receiving the award shall be required to enter into a formal written contract for the Base Period with an option to extend for up to two consecutive one-year periods or parts thereof. Upon the execution of the contract by all parties, a Notice to Proceed will be issued.

If the option(s) to extend the Base Period is mutually agreed upon, Contractor shall be required to execute a supplement to the contract.

The Contractor or the ADC, may terminate any extended contract period at any time upon providing sixty (60) days written notice.

NOTICE TO PROCEED

Work will commence on the official commencement date specified on the Notice to Proceed, **no later than September 1, 2026.**

No work is to be undertaken by the Contractor prior to the official commencement date on the Notice to Proceed. The State is not liable for any work, contract, costs, expenses, loss of profits, or any damage whatsoever incurred by the Contractor prior to the work start date.

CHANGE ORDERS

No work of any kind in connection with this work covered by these contract specifications shall be considered as change order work or entitle the Contractor to extra compensation, except when the work has been ordered in writing by the CA or his appointee in accordance with subsection 20 of the GC.

LIABILITY INSURANCE

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from

operations under this contract, whether such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$1,000,000 combined single limit per occurrence for bodily injury and property damage

Each insurance policy required by this contract, including a subcontractor's policy, 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, Agribusiness Development Corporation, 235 South Beretania Street, Room 205, Honolulu, Hawaii 96813."
2. "State of Hawaii, Agribusiness Development Corporation is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii, Agribusiness Development Corporation will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) there on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

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.

The procuring of such required 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.

PERMITS, LICENSES, AND TAXES

The Contractor shall procure all permits and licenses, during the original or extended contract term, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Failure to procure and maintain valid permits and licenses required by law and these specifications may be cause for the State to terminate the contract.

SUBCONTRACT

No work or services in whole or in part shall be subcontracted by the Contractor without prior approval from the Procurement Officer of this contract. The Procurement Officer will report to the CA, any subcontracting proposal from the Contractor.

INSPECTIONS

The Contract Administrator or his representative reserves the right to inspect Contractor's job performance at any time and may require the Contractor's presence during inspection.

INVOICING

Each invoice must specify the following:

1. Name of person issuing each invoice.
2. Title of project and Contract number.
3. Itemized break-down of services and materials provided.
4. Copy of signed delivery slips, if applicable.

Original and two copies of the invoices shall be sent to:

Agribusiness Development Corporation
235 South Beretania Street, Suite 205
Honolulu, HI 96813

PAYMENT

Sections 103-10, HRS provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10 HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after the award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses or neglects to perform the services in accordance with the requirements of these Special Provisions, the Specifications, and GC herein, in addition to the recourse stated in the GC, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

LIQUIDATED DAMAGES

Refer to Section 7.22 of the GC. Liquidated damages is fixed at the sum of Two hundred and no/100 DOLLARS (\$200.00) for each and every calendar day the Contractor fails to perform in whole or in part, any of his obligations specified hereunder.

LAWS TO BE OBSERVED

The Contractor shall at all times observe and comply with all state, and County of Hawaii laws, ordinances, rules and regulations which, in any manner, affect those engaged or employed in the work, materials used in the work, and conduct of the work. The Contractor shall also comply with all such orders and decrees of bodies or tribunals having any such jurisdiction of authority over the work. Any reference to such laws, ordinances, rules, and regulations shall include any amendments thereto.

PROTEST

A protest based upon the content of the solicitation shall be submitted in writing within five (5) working days after the aggrieved persons knows or should have known of the facts giving rise thereto; provided further that the protest shall not be considered unless it is submitted in writing prior to the bid opening date.

A protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract. The notice of award letter(s), if any, resulting from this solicitation shall be posted on a clipboard on the office door of the Agribusiness Development Corporation, 235 South Beretania Street, Suite 205, Honolulu, Hawaii 96813.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Contract Administrator, Agribusiness Development Corporation, 235 South Beretania Street, Room 205, Honolulu, Hawaii 96813.

ADDITIONS, AMENDMENTS AND CLARIFICATIONS TO THE GC

Approvals. Any agreement arising out of this offer may be subject to the approval of the Department of Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled, or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in §§3122-95 through 3-122-97, HAR.

Confidentiality of Material. All material given to or made available to the Contractor by virtue of this contract, which is identified as proprietary or confidential information, will be safe guarded by the Contractor and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

All information, data, or other material provided by the Offeror or the Contractor to the State shall be subject to the Uniform Information Practices Act, chapter 92F, HRS. The Offeror shall designate in writing to the Chief Engineer those portions of its unpriiced offer or any subsequent

submittal that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to §3-122-58, HAR, in the case of an RFQ, or §3-122-30, HAR, in the case of an IFB. The Offeror shall state in its written communication to the Procurement Officer, the reason(s) for designating the material as confidential, for example, trade secrets. The Offeror shall submit the material designated as confidential in such a manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer.

Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, Catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Office of the Attorney General in accordance with chapter 92F, HRS. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror protests under chapter 3-126, HAR. If the

request to inspect the confidential material is denied, the decision may appeal to the Office of Information Practices in accordance with §92F-15.5, HRS.

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

The Agribusiness Development Corporation does not discriminate on the basis of race, color, sex, national origin, age, or disability, or any other class as protected under applicable federal or state law, in administration of its programs, or activities, and, the Agribusiness Development Corporation does not intimidate or retaliate against any individual or group because they have exercised their rights to participate in actions protected, or oppose action prohibited, by 40 C.F.R. Parts 5 and 7, or for the purpose of interfering with such rights.

If you have any questions about this notice or any of the Agribusiness Development Corporation's non-discrimination programs, policies, or procedures, you may contact:

Mark Takemoto, Acting Non-Discrimination Coordinator
Agribusiness Development Corporation
235 S. Beretania Street, Suite 205, Honolulu, HI 96813,
(808) 586-0186
hdoa.adc.titlevi@hawaii.gov

If you believe that you have been discriminated against with respect to an Agribusiness Development Corporation program or activity, you may contact the Non-Discrimination Coordinator identified above.

To request language or accessibility for this RFQ, please contact the Agribusiness Development Corporation, at (808) 586-0186 or email: dbedt.adc@hawaii.gov. Please allow sufficient time for the Agribusiness Development Corporation to meet accommodation requests

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under this Agreement.

-- End of Section -

