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

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**INVITATION FOR BID**
**IFB-26-200-013**

# CONTRACT SPECIFICATIONS

**Interim Operation of Kawaiele Pumps**
**at the Pacific Missile Range Facility**
**Kekaha, Kauai, Hawaii**

**Notice Date: October 5, 2026**

**BIDS VIA HIePRO DUE BY:**

**October 29, 2026**
**2:00 p.m.**

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**NOTICE TO OFFERORS**
**(Chapter 103D,HRS)**
**IFB-26-200-013**

COMPETITIVE BIDS for Interim Operation of Kawaiele Pumps at the Pacific Missile Range Facility, Kekaha, Kauai, Hawaii shall be submitted to the Agribusiness Development Corporation (ADC) through the Hawaii e-Procurement System (HIePRO) on or before October 29, 2026 at 2:00 P.M. 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.

The project site is situated on the island of Kauai at and adjacent to the Pacific Missile Range Facility (PMRF) in Kekaha. The scope of work includes interim operation, Monday to Friday, of a drainage system consisting primarily of one pump station consisting of one 100-HP pump and two 200-HP pumps. Specialized tasks include maintaining and repairing electronic components of the motor control centers, troubleshooting pump malfunctions and maintaining electrical transmission poles and power lines. There shall also be an on-island project manager for the duration of this multi-year contract. Due to the nature of work contemplated, offerors must possess a valid State Contractor's license in an applicable category for this type of work as detailed by the State Professional and Vocational Licensing Hawaii Administrative Rules. Qualified Bidders shall possess one of the following contractor licenses: General Contractor A and/or C-13, C-15, C-37e.

**A mandatory pre-bid meeting and site visit will be held on October 16, 2026, from 9:00 a.m. to 11:00 a.m. Bidders shall meet at 7189-D Kaumualii Hwy., Kekaha, Kauai 96752 starting at 9:30 a.m. Pre-bid will begin at 7189-D Kaumualii Hwy., and we will drive over to the Kawaiele Pump Station. We will NOT be entering the Pacific Missile Range Facility, so NO SECURITY CLEARANCE IS REQUIRED.**

**Contract award is subject to the availability of funding. Bidders are hereby notified that the pump operation under this contract will be on an interim basis. Upon full execution of a contract, the operation of the Kawaiele pumps at the Pacific Missile Range Facility is scheduled to commence on the Notice to Proceed up to one calendar year with the option to extend for up to two consecutive years at the same cost as the Base Year. The ADC has a pending contract for the long-term operation and maintenance of the pumps and will terminate this contract with thirty-day notification upon execution of said contract.**

Should there be any questions, please call Ken Nakamoto at (808) 371-4282 or email ken.t.nakamoto@hawaii.gov.

BID FORM

Interim Operation of Kawaiele Pumps
At the Pacific Missile Range Facility, Kekaha, Kauai, Hawaii
IFB-26-200-013

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 specified in the Bid Form and Special Provisions attached hereto, and in the AG-008 General Conditions, by reference made a part hereof and available upon request; and hereby 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) 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 prices submitted were independently arrived at without collusion.

The undersigned represents: **(Check √ one only)**

☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii, **OR**

☐ **Compliant non-Hawaii business** is not incorporated or organized under the laws of the State of Hawaii but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.

State of incorporation: _____

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture
☐ Other _____

Federal Tax I.D. No.: _____

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

Payment address (if other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

A. Insurance Coverage: Carrier Policy No. Agent

Commercial General Liability _____

Automobile Liability _____

Workers' Compensation _____

Temporary Disability _____

Prepaid Health Care _____

Unemployment Insurance State of Hawaii I.D. No. _____

**The undersigned verifies that an employee or subcontractor currently possesses proven qualification to perform electrical work on the pumps.**

Respectfully submitted:

Date: _____ **(x)** _____
Authorized (Original) Signature

Telephone No.: _____

_____
Name and Title (Please Type or Print)

Fax No.: _____

E-mail Address: _____ *_____
**Exact Legal Name of Company (Offeror)**

*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the award will be executed.

(End of page)

| | | | | | |
|---|---|---|---|---|---|
| | | **BASE BID**<br>**Interim Operation of Kawaiele Pumps**<br>**At the Pacific Missile Range Facility, Kekaha, Kauai, Hawaii** | | | |
| | Quantity | Unit | Description | Unit Price | Total |
| 1. | 12 | Months | Pump Operation. Unit price is an all-inclusive monthly rate for labor and materials per the Specifications. | $ | $ |
| 2. | 12 | Months | Electrical Power Transmission Lines. Unit price is an all-inclusive monthly rate for labor and materials per the Specifications. | $ | $ |
| 5. | 1 | EA | Additional work upon approval by the ADC. Unit price shall include cost to complete, coordinate, and supervise a subcontractor or third party for engine service and repairs, not to exceed $25,000.00. Compensation shall be based upon the work completed. | $ 25,000.00 | $ 25,000.00 |
| | **Total Base Bid (Items 1-3)**<br>**Interim Operation of Kawaiele Pumps**<br>**At the Pacific Missile Range Facility, Kekaha, Kauai, Hawaii** | | | | $ |
| | | | | | |

## SUPPORTING COST OR PRICING DATA

The following cost or pricing data used to estimate the Base Bid, including all taxes, fees, and incidentals, must be completed for the Operation Work.

**1. Equipment**

| Item | Hourly Rate | No. of hours (excluding operator) | Extension |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

**2. Labor**

| Item | Hourly Rate | No. of hours | Extension |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

**3. Material**

| Item | Unit Price | No. of units | Extension |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

**4. Overhead (If overhead is a fixed amount, insert total under "Extension")**

| Item | Percentage | Base | Extension |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| **5. Other** | Hourly Rate | No. of hours | Extension |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Extension Total: _____

**(Extension Total should match Total Base Bid)**

OFFEROR

_____
Company Name

_____
Signature

_____
Name and Title of Person Authorized to Sign Offer

9/19/00

**WAGE CERTIFICATE**
**FOR SERVICE CONTRACTS**

Subject: RFQ No.: _____

Title of RFQ: _____

_____

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 federal and state governments 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 Federal and 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

## SPECIAL PROVISIONS

### TERMS AND ACRONYMS USED HEREIN

| | | |
|---|---|---|
| Procurement Officer | = | The Executive Director of Agribusiness Development Corporation |
| State | = | All agencies, including schools, are 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, Dated April 15, 2009) |
| IFB | = | Invitation for Bids |
| RFQ | = | Request for Quote |
| GET | = | General Excise Tax |

### SCOPE OF WORK

The Contractor shall provide labor, equipment and materials as required to operate the Kawaiele pump stations and associated infrastructure, located within and adjacent to Pacific Missile Range Facility (PMRF) on an interim basis for Agribusiness Development Corporation. In addition, the Contractor shall perform electrical repairs, as needed and as approved by the State. The objective of the scope of work is to safely and continuously operate the drainage pumps and infrastructure while keeping flood prevention components at PMRF in good operational condition.

Contractor shall have an employee or subcontractor who is qualified to work on drainage pumps and possess a valid State Contractor's license, classification ('A' or 'B' license). Any loss of or damage to ADC property caused by negligence of the Contractor, its employees, or subcontractors shall be replaced or repaired to satisfactory, operational condition at the sole expense of the Contractor. No additional compensation will be paid by the ADC.

The bidder acknowledges that as a general contractor ('A' or 'B' license) the bidder is prohibited from undertaking any work solely or as part of a larger project, which would require the bidder ('A' or 'B' general contractor) to act as a specialty ('C' license) contractor in any area in which the bidder ('A' or 'B' general contractor) has no specialty contractor's license. The bidder ('A' or 'B' general contractor) must have the appropriate 'C' specialty contractor's licenses either obtained on its own or obtained automatically under HAR §16-77-32.

General Engineering 'A' Contractors automatically have these 'C' specialty contractor's licenses: C-3, C-9, C-10, C-17, C-24, C-31a, C-32, C-35, C-37a, C-37b, C-38, C-43, C-49, C-56, C-57a, C-57b, and C-61.

General Building 'B' Contractors automatically have these 'C' specialty contractor's licenses: C-5, C-6, C-10, C-12, C-24, C-25, C-31a, C-32a, C-42a, and C-42b.

## CONTRACT ADMINISTRATOR

For the purpose of this contract, the ADC Project 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) 586-0087, facsimile (808) 586-0189, or email: ken.t.nakamoto@hawaii.gov.

## TERM OF CONTRACT

The contract for the work shall be on an interim basis for one calendar year following the official written Notice to Proceed. The ADC reserves the right to extend the contract at the same cost, for two (2) consecutive year, upon mutual agreement in writing at least sixty (60) days prior to the termination date. The ADC may terminate the Contract at any time upon thirty (30) days prior written notice. ADC intends to execute a contract following the bid opening, and confirmation of the lowest bidder.

## INTENT TO BID

Written notice of intent to bid is not required.

## BID PREPARATION

**Bid 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 B-2. Failure to do so may delay proper execution of the contract.

The authorized signature on the Bid Form, page B-2, 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.

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

**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 HIePRO before 2:00 p.m. October 29, 2026, as stated on the Notice to Bidders IFB-26-200-008. 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 HIePRO before the deadline of Wednesday, October 21, 2026, 2:00 p.m. Answers will be posted by HIePRO on Friday, October 23, 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 flowing 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. Upon the execution of the contract by all parties, a Notice to Proceed will be issued at the appropriate time as determined by the ADC.

## QUANTITY

The ADC reserves the right to purchase larger or smaller quantities at the price quoted on this bid. The State shall not have set minimum quantity to be purchased in this contract.

## 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.

**EXTENSION OF TIME**

The contractor shall complete the work within the time specified in the Specification. If the Contractor fails to complete the work within the time specified, liquidated damages in accordance with the LIQUIDATED DAMAGES provision below shall apply. However, Contractor shall not be held responsible for the delay provided he notifies the ADC in accordance with GC Section 13 TERMINATION FOR DEFAULT, subsection (d) Excuse for nonperformance or delayed performance, and the reason for the delay is one of the allowable causes for delay as provided in Section 13 (d). GC Section 13 (d) is amended to include delay due to reasons(s) beyond the control of the Contractor as a cause for delay for which the Contractor shall not be deemed to be in default. The ADC Executive Director shall be the sole judge of whether such delay is truly beyond the control of the Contractor and whether the extension will be granted. No such extension, however, shall be deemed a waiver of the right of the State to terminate the contract or to assess liquidated damages for delays not covered by specific authorized extension.

**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 additionally 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.

| **Coverage** | **Limits** |
|---|---|
| **Commercial General Liability (occurrence form)** | **$1,000,000 per occurrence and $2,000,000 in the aggregate for bodily injury or property damage** |
| **Basic Motor Vehicle Insurance and Liability Policies** | **$1,000,000 per accident** |

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, Suite 205, Honolulu, Hawaii 96813."

2. "The Agribusiness Development Corporation is added as an additional insured as respect to operations performed for the State of Hawaii."

3. "It is agreed that any insurance maintained by the 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 has 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 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 delivery of the materials.

**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.

**ADDENDA AND INTERPRETATIONS**

Discrepancies, omissions, or doubts as to the meaning of Bid Form and SP should be communicated via HIePRO no later than seven (7) days prior to the date fixed for bid opening.

Any interpretation, if made and any supplemental instruction will be provided via HIePRO. Failure of any bidder to receive any such addendum or interpretation shall not relieve such a bid

from an obligation under his bid submitted. All addenda so issued shall become part of the contract documents.

## 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 Base Bid, and GC herein, in addition to the recourse stated in the GC, the ADC reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any money 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 ADC. The ADC may also utilize all other remedies provided by law.

## LIQUIDATED DAMAGES

Refer to Section 9 of the GC. Liquidated damages are fixed at the sum of One hundred and no/100 DOLLARS ($100.00) for each and every calendar day the Contractor delays the completion of this contract after the required date of said completion. Liquidated damages may be deducted from any payments due or to be come due to the Contractor.

## PROTEST

A protest based upon the content of the solicitation shall be submitted in writing within five (5) working days after the aggrieved person 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 for an award or proposed award shall be submitted within five (5) working days after the posting of the award of the contract.

The notice of the award letter(s), if any, resulting from this solicitation shall be posted on HIePRO.

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 and posted by the protestor on HIePRO.

## 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 unpriced 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.

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