



Hawaii Community Development Authority
Department of Business, Economic Development and Tourism
State of Hawaii

Chapter 103D-302, Hawaii Revised Statutes
Invitation for Bids
(IFB No. HCDA 01-2022)

Information Technology Services
for the
Hawaii Community Development Authority

Located at:

547 Queen Street
Honolulu, Hawaii 96813

APPROVED:

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Executive Director

Date: January 12, 2022

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SECTION ONE - INTRODUCTION AND SIGNIFICANT DATES

1.1 TERMS AND ACROYNMS

AG	=	State of Hawaii, Department of the Attorney General
Form AG-008	=	State of Hawaii Department of the Attorney General General Conditions Form
Bid	=	The Bidder's offer to provide the requested goods and/or services as specified under this IFB
Bidder	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the goods, services, or construction contemplated
COGS	=	Certificate of Good Standing
Contractor	=	The Winning Bidder awarded a contract under this electronic Invitation for Bid
GET	=	General Excise Tax
HAR	=	Hawaii Administrative Rules
HCDA	=	Hawaii Community Development Authority, a body corporate and public instrumentality of the State of Hawaii
HCE	=	Hawaii Compliance Express
HIePRO	=	State of Hawaii Electronic Procurement System
HRS	=	Hawaii Revised Statutes
HST	=	Hawaii Standard Time
IFB	=	Invitation for Bids
SPO	=	State of Hawaii Procurement Office
STATE	=	State of Hawaii, including its departments, agencies, and political subdivisions
Winning Bidder	=	The Bidder awarded a contract under this IFB

1.2 INTRODUCTION

The Hawaii Community Development Authority (“HCDA”) is a body corporate and public instrumentality of the State of Hawaii, administratively attached to the State of Hawaii’s Department of Business, Economic Development & Tourism. The HCDA has regulatory jurisdiction over residential, commercial, and public redevelopment in the Kakaako, Kalaeloa, and Heeia community development districts on Oahu and is responsible for: (1) long-range planning and establishment of community development district plans and programs and (2) coordination with federal, state, and county government counterparts and private enterprise to facilitate implementation of the adopted community development district plans/programs.

The HCDA requires a Contractor to provide services consisting of hardware and software support and management of HCDA’s: (1) local area network and (2) Wi-Fi network at HCDA’s office located at 547 Queen Street, Honolulu, Hawaii 96813.

1.3 SCHEDULE

HIePRO Posting/Procurement Notice System:	January 12, 2022
Pre-Bid Conference: <i>In accordance with social distancing guidelines in response to the COVID-19 pandemic, this conference will be held virtually via Zoom.</i> Zoom Conference: https://us06web.zoom.us/j/88348354196?pwd=NFFSUnJJQXNqcmZ3YnUwTDlqdEw0QT09 Meeting ID: 883 4835 4196 Passcode: 105225	Tuesday, January 18, 2022 10:00 a.m. HST
Deadline to Submit Written Inquiries:	Wednesday, January 19, 2022 3:30 p.m. HST
Response to Written Inquiries:	Thursday, January 20, 2022 4:30 p.m. HST
Deadline for Solicitation:	Monday, January 24, 2022 8:00 a.m. HST
Anticipated Contract Start Date:	February 23, 2022

1.4 HCDA POINT OF CONTACT

The HCDA Point of Contact for this Invitation for Bids (“IFB”) is Gareth Sasaki, HCDA Administrative Services Officer, or his designated representative, either of whom may be contacted at:

Phone: (808) 594-0300

Fax: (808) 594-0299

Email: dbedt.hcda.contact@hawaii.gov

END OF SECTION

SECTION TWO – SPECIFICATIONS

2.1 SCOPE OF WORK

The Contractor shall provide local area network, hardware, and software support services to allow HCDA to maintain a secure and operational network. The support services will include the following:

- Setup Services
 - Meetings with HCDA management and staff to understand existing issues and challenges, including but not limited to data backup and recovery and remote work.
 - Assess HCDA’s existing hardware and provide recommendations for replacement, supplemental, and alternative hardware.
 - Update documentation including network diagram, hardware inventory, and security policies and procedures.

- Network Support Services
 - Server Monitoring and Maintenance
 - Workstations Monitoring and Maintenance
 - Proactive Maintenance
 - Security Maintenance
 - General Help Desk Support

Description	Servers	Workstations	Frequency
<u>Security:</u>			
Keep Service Packs, Patches, and Hotfixes current	X	X	Ongoing
Ensure that all server services are operating as designed	X		Ongoing
Confirm that anti-virus definitions are being updated	X	X	Ongoing
<u>Maintenance:</u>			
Reboot servers for maintenance as needed	X		As Needed
Monitor hard drives and memory space	X	X	Ongoing
Inventory and Warranty Management (Best efforts to update)	X	X	Monthly
Basic Help Desk support	X	X	Ongoing
<u>Networks:</u>			
Document network diagram	X	X	Ongoing
Keep network diagram updated	X	X	Ongoing
Ensure office connectivity to Internet is maintained	X	X	Ongoing
Data Backup	X		Daily

The Contractor shall be available Monday through Friday, 8:00 a.m. to 5:00 p.m. Hawaii Standard Time (“HST”).

The Contractor shall respond within 15 minutes of communication by the HCDA to the Contractor of the problem/issue.

The Contractor shall commence work to resolve the problem/issue within 30 minutes for critical functions, and within 4 hours for non-critical functions. If multiple service requests are open at the same time, the HCDA will determine the priority order of the service requests.

2.2 EXCLUSIONS

The following items and situations are not included as part of the network support task. The network support services do not include maintenance or repair of the following:

- Accidents such as fire, lightning, or floods
- Theft or loss of equipment
- Relocation of equipment
- Fluctuation in electricity
- Poor environmental conditions (e.g., temperature and humidity)
- Quality of service provided by Third Party vendors including Internet service
- Damage caused by virus, spyware, or lack of firewall when updates have not been installed or where an update has not yet become available
- Problems resulting from the misuse, improper use, alteration, or damage of the HCDA's network by parties other than the CONTRACTOR
- Problems resulting from out of warranty hardware

2.3 HCDA RESPONSIBILITIES

The HCDA will work with Contractor to provide the following:

- a. Assign a single Point of Contact who is:
 - Responsible for all HCDA aspects of managing the contract.
 - Authorized to make all decisions relating to the contract, including identification and assignment of HCDA resources.
 - Will coordinate all meeting schedules.
- b. Authorize Contractor to install and utilize workstation and server monitoring and support tools to enable proactive support and remote troubleshooting.
- c. Provide Contractor with known scheduled outages and resource unavailability.
- d. Provide Contractor with escorted access to HCDA's office (547 Queen Street), access to hardware listed in Exhibit A, network access, remote terminal access to HCDA workstations, and remote access to server systems.

2.4 DUE CARE AND DILIGENCE

The Contractor shall perform the services with due efficiency and diligence to complete the work in a timely manner.

2.5 SUBCONTRACTORS

The Contractor is allowed to hire subcontractors, as needed, to perform any specialized service(s) that the Contractor cannot perform for themselves either because the Contractor does not directly offer the service, or the service requires a skill that the Contractor and its personnel do not possess. The Contractor must ensure that the subcontractor(s) have all necessary licenses, permits, and/or certificates to perform the necessary work.

The HCDA reserves the right to approve all subcontractors in writing and shall require the Contractor to replace any subcontractors found to be unacceptable. The HCDA also reserves the right to condition its approval of any subcontractor on the subcontractor's compliance with the terms and conditions contained herein. The Contractor will be the sole point of contact with regard to services provided by the subcontractor, including supervision of work and payment of any and all charges resulting from the work. The Contractor shall be responsible for any and all services set forth in the Contractor's Scope of Work provided for under this IFB in Section 2.1 ("Scope of Work"), regardless of if the primary Contractor or a subcontractor performs them.

The Contractor must request written permission from the HCDA prior to hiring or delegating any services to a subcontractor and shall not delegate any services to any subcontractor without prior written approval from the HCDA. The Contractor shall be responsible for all expenses incurred if written approval is not obtained from the HCDA prior to work commencing.

2.6 TERM OF CONTRACT AND CONTRACT EXTENSION

The initial term of the contract shall be for a thirty-six (36) month period commencing from the official date set forth on the Notice to Proceed letter issued by the HCDA.

Unless terminated and subject to availability of funds and satisfactory performance by the Contractor under the initial contract term, the contract may be extended without re-bidding, upon mutual agreement in writing between the HCDA and the Contractor, prior to the expiration date, for a period not to exceed two (2) additional twelve (12) month periods, or portions thereof; provided, however, the contract price for the extended period shall not be increased above the bid price.

2.7 GENERAL REQUIREMENTS

1. The Contractor shall perform all services in a safe manner in accordance with all State, City, and Federal laws, rules, and regulations.
 - A. All personnel employed by the Contractor and its subcontractors shall be properly trained and wear company uniforms as supplied by the Contractor. The Contractor shall be responsible for all safety training of its employees or subcontractors.

- B. All work performed by the Contractor and its subcontractors shall be performed in a manner to ensure the safety of the public, HCDA staff and visitors/invitees, and Contractor's employees in accordance with Hawaii Occupational Safety and Health Division (HIOSH) standards. The Contractor shall ensure that all equipment used in performing Contractor's services shall be in good working condition and operated in accordance with manufacturer's instructions and in a safe manner with all appropriate safety devices in place.
2. The Contractor shall be responsive and responsible in the performance of the Scope of Work.
- A. Adequate personnel and equipment shall be provided to ensure the timely completion of all work.
 - B. The Contractor shall be responsible for the repair of any and all damage resulting from the Contractor's activities including Contractor's subcontractors while working either remotely or on the Premises. If the Contractor does not make all required repairs, the HCDA reserves the right to contract for the necessary repairs and the repair costs incurred by HCDA shall be the sole responsibility of the Contractor.
 - C. The Contractor shall provide a list of all names and contact phone numbers of Contractor's personnel assigned to and who can be contacted in case of an emergency. The Contractor shall respond to the HCDA in accordance with the response procedures in Section 2.1 Scope of Work.
 - D. The Contractor shall maintain order among its employees and its subcontractors and shall ensure compliance with all applicable rules and regulations. Courtesy and professionalism shall be demonstrated by the Contractor and its employees to all HCDA staff and the general public at all times.

2.8 PERFORMANCE MONITORING AND INSPECTIONS

HCDA staff shall monitor the Contractor's performance throughout the term of the contract and any contract extension term via random and scheduled inspections of service tickets to monitor whether the Contractor is satisfactorily performing the Scope of Work.

The HCDA also reserves the right to schedule meetings with the Contractor or its designated representative at any time and the Contractor shall be available to attend meetings.

END OF SECTION

SECTION THREE - SPECIAL PROVISIONS

3.1 BIDDER QUALIFICATIONS

To assure the HCDA that the Bidder is capable of performing the work specified herein, the Bidder shall meet the following requirements at the time of bidding:

1. Experience: At the time of bid submittal, the Bidder shall have a minimum of five (5) consecutive years of experience in the management of LAN and Wi-Fi networks similar in size and scope to the specifications herein. The Bidder shall demonstrate the ability and responsibility to meet the specifications herein. The Bidder shall indicate its number of years of experience on the appropriate bid form page.
2. Evidence of Applicable Licenses: Required license(s) and/or certification(s) as specified in this IFB for the Bidder and/or their personnel shall be submitted with its bid. Failure of a Bidder to submit proof of required licenses with its bid shall be deemed non-responsible and the Bidder's bid shall be disqualified.
3. Office/Service Facility Location: The Bidder shall maintain a permanent office and service facility on the island of Oahu at the time of bidding and during the contract period from where the Bidder conducts business during normal working hours and from where the Bidder is accessible for requests and/or complaints.

An award will not be made to any Bidder failing to meet all of the above qualifications. Following the award, satisfaction of these requirements shall be maintained by the Contractor throughout the entire contract period and any extensions (if applicable).

The HCDA reserves the right to disqualify any potential Bidder if, in the HCDA's sole discretion, the HCDA determines that the Bidder does not have the requisite experience or expertise to provide the goods and/or services required.

3.2 PRE-BID CONFERENCE, ADDENDA, AND CLARIFICATIONS

Prospective Bidders are encouraged to attend an optional pre-bid conference (see Section 1.3 Schedule). The purpose of the pre-bid conference is to discuss and explain the Scope of Work and basis for contract award. Impromptu questions shall be permitted at the pre-bid conference; however, all verbal responses provided at the pre-bid conference are intended for discussion purposes only and do not represent the official position of the HCDA. The only official position of the HCDA is that which is stated in writing and issued as an addenda to the IFB on the HIePRO website.

Failure of the Bidder to attend the pre-bid conference and receive information discussed, which may or may not be pertinent to the bid, shall not entitle the Bidder to seek additional payment later due to any misunderstanding of the Scope of Work and responsibilities specified herein.

The HCDA reserves the right to amend this IFB at any time prior to the bid closing deadline. Any amendment to this IFB will be in the form of a written addenda, and prospective Bidders will be notified of such amendments via online posting on HIEPRO. Bidders are responsible for reviewing the information communicated via addenda prior to the submission of their bid.

Bidders discovering an ambiguity, inconsistency, or error when examining the bid documents or Premises, or Bidders with questions or clarification requests, shall submit their written requests under the Question/Answers Section through HIEPRO. All written questions will receive a written response from the HCDA that will be published through HIEPRO. Written questions submitted via e-mail and facsimile will also be answered via an addenda posting on HIEPRO. Verbal questions received via telephone or questions submitted through other means will not be accepted.

3.3 BID PREPARATION

1. **Bid Form.** The Bidder shall submit its respective bid under the Bidder's legal name as registered with the State of Hawaii, Department of Commerce and Consumer Affairs. Failure to do so may delay HCDA's review of the bid.

The Bidder's execution of Bid Form page 1 shall constitute the Bidder's intent to be bound by its bid.

2. **Tax Liability.** Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and Chapter 238, HRS, where applicable. Bidders are advised that the gross receipts derived from this solicitation are subject to the 4.712% general excise tax (GET) imposed by Chapter 237, HRS, and, where applicable, to tangible property imported into the State of Hawaii for resale, subject to the use tax (currently 1/2 %) imposed by Chapter 238, HRS.
3. **Hawaii General Excise Tax License.** The Bidder shall submit its current Hawaii GET I.D. number in the space provided with its bid, thereby attesting that the Bidder is doing business in the State and will pay such taxes on all sales made to the State of Hawaii.
4. **Bid Price.** The total bid price shall be inclusive of all labor, equipment, supplies, transportation, all applicable taxes and any other costs incurred to provide services as specified herein.
5. **Bid Guaranty.** A bid guaranty is not required for this solicitation.
6. **Insurance.** The Bidder is required to maintain in full force and effect during the life of the contract, liability insurance on an occurring basis to protect the Bidder from claims for damages for personal injury, accidental death, and property damage, which may arise from operations under the contract, whether such operations be by himself or by

anyone directly or indirectly employed by either of them (see Section 3.10 Liability Insurance). The Bidder shall provide the requested insurance information on its Bid Form where indicated.

7. References. The Bidder shall list on its Bid Form where indicated, a list of companies or government agencies for which the Bidder has provided or is currently providing services similar in nature to the services specified herein. The HCDA reserves the right to contact the references provided. The HCDA also reserves the right to reject any Bidder who has performed unsatisfactorily on other jobs of a nature similar to those required by this IFB.
8. Wage Certificate. The Bidder shall complete and submit a Wage Certificate, Bid Form page 5, with its bid, as an attachment on HiePRO, by which the Bidder certifies that services required will be performed pursuant to §103-55, HRS.

3.4 SUBMISSION OF BID

The Bidder must complete and submit Bid Form pages 1 through 5, along with copies of applicable license(s) and proof of insurance. Bid Form pages may be downloaded from the HiePRO website (see Attachment 1).

All required forms and documents must be submitted electronically, as an attachment, through HiePRO by the deadline specified in Section 1.3 Schedule. Bidders are responsible for ensuring that all required forms and documents are attached when submitting its bid, otherwise a responsive bid from a responsible Bidder may not receive the award.

Bids received outside of the specified deadline and/or by any means other than via HiePRO (i.e. hand delivery, regular postal mail, electronic mail, etc.) shall be rejected and will not be considered for award. There shall be no exception to this requirement.

3.5 RESPONSIBILITY OF BIDDERS

The Bidder, if determined to be qualified and submitting the lowest responsive bid, is required to submit a "Certificate of Vendor Compliance" as proof of compliance with the requirements of §103D-310(c), HRS. This involves evidence of the following:

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 entities doing business in the State.

As proof of compliance, the Bidder must furnish to the HCDA a current and valid Certificate of Vendor Compliance from the Hawaii Compliance Express (“HCE”) system prior to award of a contract. The Bidder should register online with HCE prior to submitting a bid at <https://vendors.ehawaii.gov>. If the Bidder is not compliant on HCE at the time of award, the Bidder will not receive the award.

The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service, Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

3.6 CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of a bid in response to this IFB, the Bidder certifies as follows:

1. The costs in its bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the costs in its bid have not been knowingly disclosed by the Bidder prior to award, directly or indirectly, to any other Bidder or competitor prior to the award of the contract.
3. No other attempt has been made or will be made by the Bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

3.7 DISQUALIFICATION OF BIDS

The HCDA reserves the right to disqualify any Bidder if, in HCDA’s sole discretion, the HCDA determines that the Bidder does not have the requisite experience or expertise to provide the required services.

The HCDA reserves the right to consider as acceptable only those bids submitted in accordance with all requirements set forth in this IFB and which demonstrate an understanding of the specifications listed herein. Any bid offering any other set of terms and conditions contradictory to those included in this IFB may be disqualified without further notice.

The Bidder shall be disqualified if, for any prior solicitations by HCDA, the Bidder has ever:

1. Withdrawn its bid after HCDA has opened the bids; or,
2. Performed unsatisfactorily on any other previously awarded contract by the HCDA.

3.8 CANCELLATION OF SOLICITATIONS AND REJECTION OF BIDS

Section 103D-308, HRS, provides that an invitation for bid, or any or all bids, may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the governmental body which issued the invitation, in accordance with rules adopted by the procurement policy board created in Section 103D-104, HRS, and more thoroughly explained in subchapter 11, Sections 3-122-96 and 3-122-97, HAR. The reasons therefore shall be made part of the contract file.

3.9 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Bidders should be aware that if awarded the contract, Section 11-355, HRS, prohibits campaign contributions from State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

3.10 LIABILITY INSURANCE

The Contractor shall maintain in full force and effect during the life of the contract, liability, and property damage insurance on an occurrence basis to protect the Contractor and its subcontractors, if any, from claims for damages for personal injury, accidental death, and property damage which may arise from operations under the contract, whether such operations be by the Contractor 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, the Contractor may require the 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 Contractor, where appropriate, shall provide the following minimum insurance coverage(s) and limit(s):

Commercial General Liability:

\$1,000,000 per occurrence and \$2,000,000 in the aggregate
\$1,000,000 Completed Operations Aggregate Limit

\$1,000,000 Each Occurrence Limit
\$1,000,000 Personal & Advertising Limit

Umbrella Liability:
\$2,000,000 Aggregate

Worker's Compensation:
Coverage A: As required by Hawaii Laws
Coverage B: Employer's Liability
\$1,000,000 Bodily Injury by Accident Each Accident
\$1,000,000 Bodily Injury by Disease
\$1,000,000 Policy Limit and \$1,000,000 Each Employee

Automobile:
\$2,000,000 combined single limit OR \$1,000,000 bodily injury per person,
\$1,000,000 bodily injury per accident, and \$1,000,000 property damage
per damage.

Each insurance policy required by the contract shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to the HCDA, 547 Queen Street, Honolulu, Hawaii 96813."
2. "The State of Hawaii and HCDA, their respective elected officials, officers, directors, members, employees, agents, and volunteers are added as additional insureds with respect to operations performed for the HCDA/State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and shall not contribute toward 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 the Contractor's execution of the contract, the Contractor agrees to deposit with the HCDA certificate(s) of insurance to evidence compliance with the insurance provisions of the contract and to keep such insurance in effect during the entire term of the contract. The Contractor shall provide a copy of the policy or policies.

Failure of the Contractor to provide its policy(ies) and to keep in force such insurance shall be regarded as a material default under the contract, entitling the State to exercise any or all of the remedies provided in the contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of the

contract. Notwithstanding said policy or policies of insurance, the Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with Contractor's performance of the contract.

3.11 AWARD OF CONTRACT

A Notice of Award, if made, will be issued to the responsive, responsible Bidder submitting the lowest total sum bid. The Bidder is required to bid on every line item specified on the Bid Form page 4 to be considered for award.

In the event the total sum bid of all bidders received exceeds the project control budget, the HCDA reserves the right to make an award to the apparent lowest bidder if additional funds are available, or by negotiating a reduction of the Scope of Work that is mutually agreed upon by both the HCDA and the apparent lowest Bidder.

The final award of the contract hereunder will be conditioned upon: (1) HCDA having the right to hold all bids for a period of ninety (90) calendar days from the date of bid opening, during which no bids shall be withdrawn, and (2) funding availability and release.

3.12 EXECUTION OF CONTRACT

The HCDA shall forward to the Winning Bidder a formal contract to be signed and returned to the HCDA within ten (10) calendar days or as otherwise indicated by the HCDA. No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed letter issued by the HCDA upon execution of the contract by both parties.

3.13 NOTICE TO PROCEED

Work will commence on the official commencement date specified on the Notice to Proceed letter issued by the HCDA upon execution of the contract.

3.14 PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory 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 award of the contract, which requires payment within a shorter period, or interest payment not in conformance with statute.

3.15 ENVIRONMENTAL POLLUTION CONTROL

Environmental pollution control shall consist of the protection of the environment from pollution during, and as a result of, operations under the contract. The control of the environmental pollution requires the consideration of air, water, land, and involves noise, dust, and solid waste management, as well as other pollutants. It is the responsibility of the Contractor to investigate and comply with all applicable Federal, State, and County laws and regulations concerning environmental pollution control and abatement and to secure all necessary permits.

3.16 RE-EXECUTION OF WORK

The Contractor shall re-execute any work that fails to conform to the requirements of the contract as determined by the HCDA and shall immediately remedy any defects due to faulty workmanship by the Contractor or subcontractors, as applicable, at the Contractor's own expense. Should the Contractor fail to comply, the State reserves the right to engage the services of another company to perform the services and to deduct such costs from monies due to the Contractor.

3.17 REMOVAL OF CONTRACTOR'S EMPLOYEES

The Contractor shall remove any of its employees from services rendered, and to be rendered to the State, upon written request by the HCDA.

3.18 RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses, or neglects to perform the services in accordance with the terms and conditions of the IFB, the contract, and all attachments and exhibits thereto, in addition to the recourse stated in Section 13 of the AG-008 103D General Conditions, the HCDA reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the HCDA. In case any money due to the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The HCDA may also utilize all other remedies provided by law.

END OF SECTION