

INVITATION FOR BIDS (IFB) NO. 24-6602
TO PROVIDE
PEST CONTROL, MAINTENANCE & INSPECTION SERVICES
FOR
UNIVERSITY OF HAWAII MAUI COLLEGE
KAHULUI, HAWAII

JULY 2023

BOARD OF REGENTS
UNIVERSITY OF HAWAII
HONOLULU, HAWAII

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IT IS THE RESPONSIBILITY OF ALL BIDDERS TO CHECK THE TABLE OF CONTENTS TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE CONTAINED IN THEIR BID PACKAGE.

NOTICE TO BIDDERS

The University of Hawaii IFB No. 24-6602, to Provide Pest Control, Maintenance & Inspection Services for University of Hawaii Maui College, Kahului, Hawaii is issued and will be awarded through the State of Hawaii's electronic procurement system (HlePRO). **All bid responses must be submitted electronically through HlePRO no later than 2:30 p.m., August 11, 2023.** Bids received after the due date and time or received in a form other than electronically through HlePRO will not be considered.

Bidders are advised that they should not wait until the last minute to submit their bid through HlePRO. Bidders are solely responsible for ensuring that their electronic submission through HlePRO is complete and all necessary files (Mandatory Bid Form) are attached to their bid prior to the IFB due date and time. The University shall not be responsible for any delay or failure of any Bidder to submit any materials updated through the IFB process on a timely basis.

ELECTRONIC PROCUREMENT

Bidders interested in responding to this electronic solicitation must be registered on HlePRO. To register, visit the following link: https://hiepro.ehawaii.gov/videos/video/vendor_registration.html. Reference the Vendor Quick Reference Guide for additional information at <https://hiepro.ehawaii.gov/static-resources/VendorQuickReferenceGuide.pdf>.

HlePRO will be the system of record for the issuance of the IFB, to receive the Mandatory Bid Form and other Bid requirements, issue Amendments, and make award for the IFB. Amendments and other information and materials provided through HlePRO, may include additions or changes with respect to the due date and time.

Special instructions in HlePRO related to this solicitation are incorporated herein and made a part of this IFB through reference. Bidders shall review all special instructions located in HlePRO.

QUESTIONS AND REQUESTS FOR CLARIFICATION

All questions and requests for clarifications must be submitted electronically through HlePRO. Questions must be submitted by **August 3, 2023** Responses will be posted on **August 7, 2023.** The University may refuse to answer any questions received outside of HlePRO or after the Questions/Answers deadline.

David Lassner
President, University of Hawaii

Posting Date: **July 3, 2023**

Vendors are responsible for notifying the Procurement Specialist Michele Elmore (e-mail: msemore@hawaii.edu) for accessibility concerns related to this IFB.

BID REQUIREMENTS

PROVIDE PEST CONTROL, MAINTENANCE & INSPECTION SERVICES

Submission of the **MANDATORY BID FORM** via HlePRO confirms a bidder has carefully examined the INVITATION FOR BIDS (IFB) NO. 24-6602, PEST CONTROL, MAINTENANCE & INSPECTION SERVICES FOR THE UNIVERSITY OF HAWAII MAUI COLLEGE, KAHULUI, HAWAII, and offers to provide pest control services to University of Hawaii Maui College, 310 Kaahumanu Avenue, Kahului, Hawaii 96732, in strict accordance with the true intent and meaning of the Invitation for Bids (IFB). The initial term of the contract shall begin from the date designated in the Notice to Proceed letter for a period of **ONE (1) year**, and thereafter, the contract may be renewed annually for a total of **FIVE (5) years**.

TAX LIABILITY

Both out-of-state and Hawaii bidders are advised that the amount bid on this solicitation is subject to the general excise tax imposed by Chapter 237, Hawaii Revised Statutes (HRS) and, if tangible property is being imported into the State of Hawaii for resale, the use tax (currently 1/2%) imposed by Chapter 238, HRS. (Refer to Taxes in the General Provisions.) Bidders are therefore cautioned to consider such taxes in formulating their bids since no adjustments to the prices bid shall be allowed.

BASIS FOR AWARD

The award of contract, if awarded, shall be made to the lowest responsive and responsible bidder on the **TOTAL AGGREGATE AMOUNT (PART 1 & PART 2)**.

NOTE TO BIDDERS

An acceptable bid must conform in all material respects to this Invitation for Bids. Any of the following may be grounds for disqualification:

1. Taking exception to any of the specifications, terms or conditions contained in the IFB.
2. Placing conditions on the furnishing of solicited goods or services.
3. Inclusion of a quotation or order form containing additional specifications, terms or conditions.
4. Referencing external documents containing additional specifications, terms or conditions.

Bidders are advised that bids are evaluated as submitted and requests by bidders to delete conditions contained in their bids after bid opening cannot be considered.

TECHNICAL SPECIFICATIONS

This section indicates the Technical Specifications for the services required by the University of Hawaii Maui College. The Technical Specifications listed herein are the minimum requirements and are mandatory for an accepted bid.

1. SCOPE OF WORK

Contractor shall furnish all labor, materials, tools, equipment and supervision necessary to perform all operations related to the complete pest control, maintenance & inspection services at the University of Hawaii Maui College, as specified herein and in accordance with these specifications, terms and conditions of the contract.

2. DESCRIPTION OF SERVICES

A. SCOPE OF PEST CONTROL, MAINTENANCE & INSPECTION SERVICES:

- 1) All perimeters include TEN (10) foot barrier around requested buildings and locations.
- 2) Interior and exterior treatments of all requested buildings and locations.
- 3) Spray inside and outside requested areas, unless otherwise noted.
 - **No spraying in Kitchen Areas (Refer to no. 7 below)**
- 4) Spray wasp nests and/or wasp eradication as noted.
- 5) All interior pest control services include: crawling insects, silverfish, ants, scorpions, roaches, centipedes, spiders, flies.
- 6) Rodent control shall be accomplished with bait and/or trap setting and monitoring and/or bait stations maintenance. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.
 - a. Monitor rodent control activities as per the frequency specified.
 - b. Set traps if activity noted.
 - c. Rodent bait stations outside must be numbered, secured to the ground or building and a map of their location.
 - d. Maintain rodent control bait stations; inspected during every visit.
 - e. Monitor and maintain traps during every visit. Dispose of all trapped rodents and rodent carcasses upon every visit, or within EIGHT (8) hours of notification from the University of rodents caught inside the building, and within 24 hours for rodents caught outside the building.

- f. Caught rodents to be recorded: quantity, trap number, and date and time.
 - g. Written report provided to UHMC Facilities Manager.
- 7) Services for KITCHEN AREAS in the Paina Building, Laulima Building Room#106, and Maui Food Innovation Center in the Pilina Building shall include the following:
- a. Reporting Requirement
 - i) Monthly report of the list of chemicals used.
 - ii) SDS sheets of the chemicals.
 - iii) Copy of the actual label from the chemicals used in the kitchen areas.
 - b. Insect Control (Interior)
 - i) Around the walls & all equipment
 - ii) Down the drains for gnats.
 - iii) Place baits if there are any infestations.
 - iv) NO SPRAYING: **Refer to Pesticide Application listed below in section no. 4 Pesticide Application.**
 - c. Rodent Control
 - i) Rodent Trap and Bait Station Placement
 - Laulima Building Room #106 and Maui Food Innovation Center
 - Rodent bait station(s) placed outside the building.
 - Rodent traps shall not be placed inside the kitchen areas.
 - Paina Building
 - Rodent bait station(s) placed outside the building.
 - Rodent traps may be placed in the kitchen areas, but must be removed upon capture of rodent(s) during service visit, or within EIGHT (8) hours of notification from the University. upon capture of rodent(s).
 - ii) Monitor rodent control activities on a monthly basis.
 - iii) Set traps if activity noted.
 - iv) Rodent bait stations outside must be numbered, secured to the ground or building and a map of their location.
 - v) Maintain rodent control bait stations; inspected during every visit.

- vi) Monitor and maintain traps during every visit. Dispose of all trapped rodents and rodent carcasses upon every visit, or within EIGHT (8) hours of notification from the University for rodents caught inside the building, and within 24 hours for rodents caught outside the building.
 - vii) Caught rodents to be recorded: quantity, trap number, and date & time.
 - viii) Written report provided to UHMC Facilities Manager.
- 8) The University of Hawaii Maui College to review all SDS sheets and product labels for application and compliance to the UH system standard.
- 9) Provide services to control and protect against Formosan Subterranean (Ground or Coptotermes) termites by installing baiting system around the perimeter of the building, monitoring all activities on quarterly basis, and replacement of bait systems as needed.
The Contractor is required to submit a detailed service work report for each location serviced. Service reports should include:
- Name of certified technicians
 - Locations (building and room numbers etc.)
 - Date/time of service
 - List of pesticide materials used, and
 - Other recommendations (if any).
- 10) The Contractor shall not store any pesticide products on the University property.

B. OPTIONAL SERVICES

Optional service(s) shall be considered to be each occasion that the Contractor is called upon to make a pest control, maintenance & inspection services outside the scope of the scheduled pest control, maintenance & inspection services listed in the Invitation for Bid (IFB).

C. WARRANTY

Recall service rendered between regularly scheduled treatments shall be provided at no extra cost to the University. Contractor shall respond on-site within FOURTY-EIGHT (48) hours of the call.

3. DUTIES OF CONTRACTOR

The service areas covered by this contract noted in these specifications shall be maintained in a satisfactory and safe operating condition in accordance with the requirements of these specifications. The University reserves the right to make such inspection as and when deemed advisable to ascertain that the requirements of these conditions are being fulfilled.

A. CONTRACTOR'S OPERATION

The Contractor shall confine all operations to the immediate vicinity of the work area.

B. PERMANENT OFFICE LOCATION

The bidder awarded the contract shall have a permanent office location in the State of Hawaii, Maui Island from which the bidder conducts its business and where it can be reached by telephone on matters which require immediate attention.

C. CLEAN-UP

The Contractor shall keep the job site free of debris, litter, refuse, etc., and shall remove all equipment from the area upon completion of the work.

D. CONTRACTOR'S EMPLOYEES

Contractor's service personnel shall:

- 1) Check in with authorized Campus Designated Representative (See 7. Campus Designated Representatives) upon arrival at job site and prior to performing the pest control services.
- 2) Be escorted by Operations & Maintenance personnel when work requires the entry into occupied rooms and/or areas identified by Campus Designated Representative (See 7. Campus Designated Representatives).
- 3) Be neatly and suitably dressed, and identified with the company name/identification.
- 4) Maintain good public relations with the student and staff.
- 5) Do Not fraternize with building occupants nor loiter in areas outside the assigned work areas.
- 6) Check out with authorized Operations & Maintenance personnel before leaving the job site and obtain a signature for work performed.

E. REJECTION OF CONTRACTOR'S EMPLOYEES

The University reserves the right to reject any of the Contractor's employees that the University deems incompetent, uncooperative, negligent, insubordinate, or otherwise objectionable.

F. CONTRACTOR PERSONNEL

Throughout the terms of this contract, all Contractor personnel providing on-site pest control service must meet State requirements for training, certification and licensing as Commercial Pesticide Applicators. To provide safe performance of work, the Contractor personnel should wear protective clothing, equipment and devices, as a minimum, and to comply with Occupational Safety and Health Administration (OSHA) standards for the products being used.

G. REGISTRATION OF SERVICE PERSONNEL

Contractor's service personnel authorized to perform under the contract shall be required to contact the Technical Representative prior to performing the service and when leaving the premises after completion of the services.

H. EMPLOYEES OF CONTRACTOR TO BE SATISFACTORY

Contractor agrees that all work shall be performed by and under the supervision of skilled, experienced, certified service maintenance personnel directly employed and supervised by the Contractor. Any and all employees performing work under this contract shall be satisfactory to the University.

I. PROTECTION OF PERSONS AND PROPERTY

- 1) The Contractor shall take all necessary precautions while carrying out the terms of this contract to protect the public, which includes but is not limited to University personnel and students, and premises.
- 2) The Contractor shall take all necessary precautions during the progress of the work to protect the buildings as well as adjoining property, roadways, walkways, trees, lawns, landscape and buildings from damage and injury and shall promptly repair any such damage to the satisfaction of the University, at no cost to the University.

4. PESTICIDE APPLICATION:

Contractor must provide and submit all SDS for pesticides that will be used on the University of Hawaii Maui College campus before applying any pesticides and a successful bidder is to provide natural organic insecticides for all interior buildings unless specified otherwise. Exterior pesticides and rodent control will be aquatic safe

and compliant. Copy of the actual label from the chemical used in the kitchen areas is required.

The Contractor shall take all necessary precautions to ensure health and safety to the Faculty, Staff and Students of the University of Hawaii, Maui College, and all necessary steps to ensure the containment of the pesticide to the site of application.

IMPORTANT NOTE: KITCHEN AREAS

Paina Building, Laulima Building Room #106 and Maui Food Innovation Center in the Pilina Building are food and food handling establishments, therefore,

- A. NO spraying in the Interior.**
- B. Only food safe compliant pesticides to be used.**

5. SERVICE LOCATIONS & SCHEDULE:

The service areas for pest control, maintenance & inspections services (refer to Service Schedule and Pricing in the Mandatory Bid Form).

The service shall be performed in accordance with the schedule established by the University. The Contractor shall contact the UHMC TRPO, Melvin Hipolito, Jr., if any delay is anticipated.

If the regular schedule falls on a State or Federal holiday observed by the University, the Contractor shall then reschedule the pest control & maintenance services for the next business day following the holiday.

6. HOURS AND MANNER OF WORK

Contractor shall perform all normal work under this contract from **6:00 a.m. – 3:00 p.m., Monday – Friday** without the interruption of operations. Contractor shall schedule work with the UHMC Designated Representative one week prior to accessing campus for treatment.

- Service time for Paina Kitchen: 6:00 a.m. – 7:30 a.m.
- Service time for Maui Food Innovation Center (Pilina): 7:30 a.m. - 8:00 a.m.

7. CAMPUS DESIGNATED REPRESENTATIVES

TITLE	CONTACT	PHONE
Facilities Physical Plant Manager	Melvin Hipolito, Jr.	(808) 984-3627
Maui Food Innovation Center	Douglas Paul Karen Hanada	(808) 984-3852 (808) 984-3527

8. RIGHT TO INSPECT AND REQUIRE WORK

The University reserves the right to conduct inspections and tests whenever necessary to ascertain that the requirements of this contract are being fulfilled. In addition, the State of Hawaii conducts inspections semi-annually. Deficiencies noted during any of these inspections (which are a result of the Contractor's noncompliance with the specifications) shall be promptly corrected by the Contractor.

9. COMPLIANCE WITH LAWS

In the performance of this contract, the Contractor agrees to abide by all existing laws, codes, rules and regulations set forth by all appropriate authorities having jurisdiction in the location where the work is to be performed specifically.

All questions pertaining to the Technical Specifications shall be directed to Melvin Hipolito, Jr., Facilities Physical Plant Manager, telephone (808) 984-3627 or email: mh2350@hawaii.edu.

Bidders are cautioned to review the Technical Specifications carefully and thoroughly. Objections to or requests for clarification of the specifications shall be made in writing in accordance with the General Provisions to the Office of Procurement Management prior to the submittal of a bid. The submittal of a bid shall be considered as acceptance of the specifications as published.

SPECIAL PROVISIONS

1. SCOPE

The Providing of Pest Control, Maintenance & Inspection Services for the University of Hawaii, Maui College shall be in accordance with the terms and conditions of IFB No. 24-6602 and the General Provisions dated September 2013 included by reference.

The General Provisions may be viewed at:

<https://www.hawaii.edu/procurement/vendor-info/terms-and-conditions/general-provisions-for-goods-and-services/>

2. AUTHORITY

IFB No. 24-6602 is issued under the provisions of the Hawaii Revised Statutes, Chapters 103 and 103D. All prospective bidders are charged with presumptive knowledge of all requirements of the cited legal authorities. Submission of a valid executed bid by any prospective bidder shall constitute an affirmation of such knowledge on the part of such prospective bidder.

3. TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The Technical Representative of the Procurement Officer is Melvin Hipolito, Jr., Facilities Physical Plant Manager, telephone (808) 984-3627 or email: mh2350@hawaii.edu.

4. ELIGIBILITY TO BID

Each prospective bidder, as a prerequisite to bid on any contract to supply services in excess of \$25,000 shall, at the time of bid submission, assure the University by certification in writing, of compliance with the requirements of Section 103-55, Hawai'i Revised Statutes, that:

- a. The services to be rendered shall be performed by employees paid at not less than the wages or salaries paid to public officer and employees for similar work. If the State of Hawai'i Salary Schedule is revised during the life of the contract, the Contractor shall pay its employees at not less than the revised wages and salaries paid to public officers and employees for employees for similar work. The University shall grant the Contractor additional compensation, in accordance with Special Provision, 11. ESCALATION CLAUSE.
- b. All applicable Federal and State laws relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

5. BIDDER'S QUALIFICATIONS

- a. To qualify to bid on the specified services, the bidder must be engaged in a business whose primary and customary interest is to provide the specified services. The bidder must also have the requisite experience, appropriate forms of insurance and proper licenses.
- b. The University reserves the right to disqualify any bidder, if, in its discretion, the University determines that the bidder does not have the requisite experience or expertise to provide such services. The Contractor will be responsible for submitting all supporting documentation prior to award.
- c. If, in the opinion of the University, the Contractor fails to demonstrate the ability to meet or perform the requirements of the contract, the University may award the contract to the next qualified bidder.

6. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor shall provide said services as an independent contractor and shall not be under the direction or control of the University. The University shall not be responsible for any claims and demands of any kind or nature that may be brought against it on any matter or thing arising out of or in connection with the services provided by the Contractor.

7. STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

To assist the bidder in determining whether the work his/her employees are to perform under this contract is similar to that performed by public employees, the following is the position classification which adequately describes duties and functions of personnel who perform pest control services:

Position Title	Class	Effective Date	Hourly Rate
Pest Control Technician V	SR-15	07/01/2023	\$22.41
Pest Control Technician V	SR-15	07/01/2024	\$23.53

8. NOTIFICATION TO CONTRACTOR'S EMPLOYEES OF CURRENT WAGE RATES

Contractor shall be obliged to notify its employees performing work under this contract of the provisions of 103-55, HRS, and the current wage rate for public employees performing similar work. The Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business which is accessible to all employees; or, the Contractor may include such notice with each paycheck or pay envelope furnished to the employees.

9. SITE INSPECTION

Each bidder shall visit the site or sites and examine the conditions of same and be aware or satisfied as to physical condition and environment in relation to the terms and conditions of the bid specifications. No additional allowance will be granted because of lack of knowledge of such conditions. Bidders shall arrange for an appointment by calling the Technical Representative on any normal working day, Monday through Friday, after **7:00 a.m.**, but not later than **2:00 p.m.** (excludes recognized holidays and administrative leave days).

10. TERM OF CONTRACT

- a. The Contractor shall enter into a contract with the University for a period of ONE (1) year commencing on the date specified by the Notice to Proceed. Thereafter, the contract may be renewable from year to year for up to FOUR (4) additional years without the necessity of rebidding upon mutual agreement in writing NINETY (90) days prior to the annual renewal date.
- b. The hourly rate may be adjusted in accordance with Special Provision 11, ESCALATION CLAUSE, upon written request of the Contractor. Further, the University may terminate the contract at any time upon SIXTY (60) days prior written notice after the initial term.

11. ESCALATION CLAUSE

The Contractor shall be allowed to request adjustments to the contracted bid price subsequent to initial term of the contract, provided the request is made in writing to the University. The University will consider and approve those requests for price adjustment based on the following:

a. Wage Increases

If after July 1, 2024, the prevailing wage rates for state civil service workers performing similar work is increased, the University shall allow the Contractor to adjust the percentage of the contract prices that represents labor costs, not more than the percentage increase granted to state civil service workers performing similar work. Price adjustments shall be made through modifications to the contract for the increase upon request of the Contractor, provided that, prior to or concurrent with such request the Contractor documents to the satisfaction of the University that he/she has paid his/her employees' wages not less than that paid to public employees doing similar work during the period of the contract. However, in the event Section 103-55, Hawaii Revised Statutes, is repealed or modified so that this section of the statute is no longer applicable to this contract, this clause will be voided.

b. Non-Wage Increases

The Contractor shall be allowed to request adjustments to the percentage of the contract prices that do not represent labor costs, for each contract renewal period, NINETY (90) days prior to contract renewal date, provided that the non labor portion cost portion of the contract prices for each renewal period shall not increase more than 5% (or) more than the Consumer Price Index for Pacific Cities and U. S. City Average based on All Urban Consumers, U. S. City Average, in effect ONE HUNDRED TWENTY (120) days prior to the renewal date, whichever is less, and provided, further, that the request is made in writing to the University.

12. LICENSING AND LEGISLATED REQUIREMENTS

- a. Due to the nature of the work contemplated, the Contractor shall possess a valid State of Hawaii contractor's license to conduct business as a pest control agency at the time of bid submittal and be in current compliance with licensing stipulations detailed in the Hawai'i Revised Statutes (HRS) Chapter 460J in its entirety as related to pest control agencies.
- b. Contractor agrees to furnish proof of such licensing and evidence that the Contractor meets all stated requirements prior to the award of the contract and the University retains the right at any time to review the status of the license with the appropriate licensing board.
- c. If, in the opinion of the University, the Contractor does not possess the appropriate licensing, fails to produce proof of appropriate licensing prior to contract award, or fails to produce sufficient evidence that the legislated requirements are met, the University may award the contract to the next qualified bidder.

13. INSURANCE

Contractor shall, and shall ensure that all Contractor Agents shall, during the entire term of this Agreement, at no cost to UH, procure and maintain, or cause to be procured and maintained, the following insurance described below, issued by an insurance company or companies authorized to do business in the State of Hawai'i with at least an A – VII Financial Rating according to the current edition of Best's Key Rating Guide:

a. Required Insurance Coverage.

- (1) Commercial General Liability Insurance. Commercial general liability insurance written on occurrence basis covering claims with respect to injuries or damages to persons or property sustained as a result of the activities of the Contractor and/or the Contractor Agents, within, on, or about the Premises and/or the UH Campus, with limits not less than the following:

Bodily Injury and Property Damage Combined Single Limit	
\$1,000,000.00 Each occurrence	
\$2,000,000.00 General Aggregate per policy year	
\$2,000,000.00 Products and Completed Operations Aggregate per policy year	
Medical Expenses -- Any one person	\$5,000.00
Personal/Advertising Injury (Included)	
Damage to Rented Premises (Included)	

Personal/Advertising Injury coverage shall include coverage for mental injury, sexual harassment, sexual molestation or misconduct, invasion of privacy, and wrongful detention.

Such limits may be achieved through the use of umbrella/excess liability insurance sufficient to meet the requirements of this paragraph ____ (Insurance) covering the Contractor's conduct of the services on or within the Premises and/or the UH Campus and all of the activities and operations of the Contractor and the Contractor Agents in connection therewith.

- (2) Automobile Insurance. Automobile Liability Insurance to include coverage for any owned, non-owned, leased, or hired automobiles with limits of not less than the following:

Bodily Injury – Per Person	\$1,000,000.00
Bodily Injury – Per Accident	\$1,000,000.00
Property Damage – Each Accident	\$1,000,000.00
Basic No-Fault Insurance	As required by Hawai'i law

In the event there is a change in Hawai'i law regarding financial responsibility and insurance requirements of automobile owners or users which make this requirement obsolete, UH shall have the right to impose a new requirement consistent with the then Applicable Laws.

- (3) Workers' Compensation Insurance. Workers' Compensation insurance with respect to work by employees of the Contractor and the Contractor Agents on or about the Premises and/or the UH Campus, with coverage, amounts, and limits as required by law.
- (4) Employers Liability Insurance: Employers Liability Insurance with limits not less than:

Bodily Injury – Each Accident	\$1,000,000.00
Bodily Injury by Disease – Policy Limit	\$1,000,000.00
Bodily Injury by Disease – Each Employee	\$1,000,000.00

The Contractor shall ensure that the Contractor Agents (if any) obtain workers compensation and employer's liability insurance with the limits described herein to cover the work performed.

- (5) Pollution Liability Insurance. If required by UH in the event Hazardous Materials (as defined herein) are or may be involved or used, Pollution Liability insurance coverage with a combined single limit coverage of at least \$1,000,000 per occurrence which shall cover environmental liabilities, including, without limitation, claims for bodily injury, property damage, environmental damage, and remediation costs resulting from pollution conditions caused by the Contractor or the Contractor Agents and/or the conduct of the Services.
- b. Common provisions. Each insurance policy that Contractor and/or any of the Contractor Agents are obligated to obtain under this Agreement shall be subject to the following:
- (1) Notice of changes. Contractor will be required to notify UH of any cancellation, limitation in scope, material change, or non-renewal of any insurance coverage right away (but no later than five (5) business days of receiving notice from the insurer).
 - (2) UH insurance not primary. Insurance obtained by Contractor and/or any Contractor Agents pursuant to this Agreement will be primary and any UH insurance will apply only in excess of and not contribute with such insurance obtained by Contractor and/or any Contractor Agents.
 - (3) Name UH as an additional insured. UH shall be named as an additional insured on all insurance coverage that Contractor and/or any Contractor Agent is required to obtain under this Agreement except for workers compensation and employers liability insurance.
 - (4) Waiver of subrogation. All insurance obtained by Contractor will contain a waiver of subrogation endorsement in favor of UH.
 - (5) UH not required to pay premiums. Contractor and Contractor Agents will be responsible for paying all costs associated with obtaining the required insurance coverage described in this Agreement, including all premiums. UH will not be responsible for paying any such costs.
 - (6) Acceptable deductibles. The terms and amounts of any deductibles for the required insurance coverage under this Agreement must be reasonable and acceptable to UH based upon the type of insurance involved and the conduct of the Services.
- c. Deposit insurance certificates. Contractor will timely deposit and keep on deposit with UH, certificates of insurance necessary to satisfy UH that the insurance requirements of this Agreement have been and continue to be satisfied during the term of the Agreement.

- d. UH may cure failure to obtain/maintain insurance. If Contractor fails to provide and maintain the insurance required by this Agreement after written notice to comply from UH, UH may, but shall not be required to, procure such insurance at the sole cost and expense of Contractor, who shall be obligated to immediately reimburse UH for the cost thereof plus ten percent (10%) to cover UH's administrative overhead.
- e. Lapse in insurance constitutes a breach. Any lapse in, or failure by Contractor or any Contractor Agents to procure and maintain the insurance coverage required under this Agreement, at any time during and throughout the term of this Agreement, shall be a breach of this Agreement and UH may terminate the rights of Contractor and all Contractor Agents to conduct the Services.
- f. Insurance shall not limit Contractor liability. Obtaining the required insurance coverage will not be construed to limit Contractor's liability hereunder or to fulfill Contractor's indemnification, defense, and hold harmless obligations under this Agreement. Notwithstanding the required insurance coverage, Contractor shall be obligated for the full and total amount of any damage, injury, or loss arising from acts or omissions of Contractor and/or the Contractor Agents.
- g. UH may adjust insurance requirements. UH may, upon reasonable notice and reasonable grounds, increase or change the form, type, coverage, or coverage limits of the insurance required hereunder, in which event Contractor shall, and shall cause the Contractor Agents to, obtain insurance, as modified. UH's requirements shall be reasonable and shall be designed to provide protection against the kind and extent of risks that exist at the time a change in insurance is required. Contractor shall satisfy all UH risk management requirements that are in effect as of the Effective Date and as may be amended from time to time.

14. PAYMENT

The Contractor shall be remunerated monthly after acceptable performance for the actual number of hours services are requested and provided. The Contractor shall submit an original and TWO (2) copies of a properly executed invoice along with the service work report for the work performed the previous month by the tenth of each month via email to uhm cbo@hawaii.edu or by mail to:

University of Hawai'i Maui College
Attn: Business Office
310 W Kaahumanu Avenue
Kahului, Hawai'i 96732

15. EXAMINATION OF RECORDS

- a. The Contractor shall allow the University to examine and inspect its books and records of income and payroll expenses relating to this contract during normal

- office hours as the University may require, and to allow an annual audit of said income and payroll expense related to its University operation by a firm of independent auditors chosen by the University. The University shall pay the costs of such an audit.
- b. The Contractor shall preserve all of its books and records of income and payroll relating to the contract for a period of **THREE (3)** years following termination thereof, during which time such records shall be made available for inspection to the University or its authorized representative upon request.

16. RIGHTS AND REMEDIES OF THE UNIVERSITY FOR DEFAULT

In the event any service furnished by the Contractor in the performance of the contract should fail to conform to the specifications, the University may reject the same, and it shall thereupon become the duty of the Contractor to correct the same to conform to the specifications, without expense to the University provided that should the Contractor fail, neglect, or refuse to do so, the University shall thereupon have the right to purchase in the open market, for the performance of such service and to deduct from any monies due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost to University. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the University.

17. UNIVERSITY POLICIES

The Contractor's personnel shall comply with established University of Hawaii policies with regard to Sexual Harassment and Related Conduct, Workplace Non-Violence, and Illegal Drugs and Alcohol Abuse. The University reserves the right to require the Contractor remove personnel from servicing the University of Hawaii accounts. The University of Hawaii will not tolerate objectionable or inappropriate behavior. Please refer to <http://www.hawaii.edu/policy> for the following University policies:

- a. Sex and Gender Based Misconduct Policy (Executive Policy E1.204).
<https://www.hawaii.edu/policy/docs/temp/ep1.204.pdf>
- b. Workplace Non-Violence (Executive Policy E9.210).
<https://www.hawaii.edu/policy/index.php?action=viewPolicy&policySection=ep&policyChapter=9&policyNumber=210&menuView=closed>
- c. Illegal Drugs, Alcohol and Substance Abuse (Executive Policy E11.201).
<https://www.hawaii.edu/policy/index.php?action=viewPolicy&policySection=ep&policyChapter=11&policyNumber=201&menuView=closed>

APPENDIX A - UNIVERSITY OF HAWAII MAUI COLLEGE CAMPUS MAP

ANNX

Na Pua No'eau
Veterans Resource Center

AUBODY

Auto Body Repair & Painting

AUTECH

Automotive Technology

CARPEN

Sustainable Construction Tech

FOREIGN LANG (FLNG)

Classrooms

FACULTY HALE

Faculty Offices

HALE

216 Classroom
217 Classroom
218 Classroom
219 Classroom

HEALTH CENTER (HC)

Preschool

HEONA

Art

HO'OKIPA

Admission & Records
Business Office/Cashier
Counseling
Educational Opportunity Center (EOC)
Fashion Technology
Financial Aid
Liko A'e Program
Office of Vice Chancellor of Admin. Affairs
Office of Vice Chancellor of Student Affairs
Personnel
Wong Conference Room

HO'OULU (ULU)

Agriculture
Greenhouse

'IKE LE'A (IKE)

Science Building

KA'A'IKE (KAA)

Computing Services
Electronics Classrooms
SkyBridge/ HITS/ TV Studios
Instructional Design
Media Center
Music Studio

KAIAO

Title III Classroom

KA LAMA (KLMA)

Career Link - Cooperative Ed
Classrooms
Ka Lama Computer Lab
Ku'ina Program

KŪPA'A

Classrooms
Marketing
UH Foundation
Office of the Chancellor

LAULIMA (LAU)

Apprenticeship Program
EdVenture
Maui Language Institute
Office of Continuing Ed & Training
Pai Ka Mana Student Support Services
Security Office
Sustainable Living Institute of Maui
University of Hawai'i Center

LIBRARY (LIB)

Classroom (1st Floor)
Mailroom (1st Floor)

MULTI-PURPOSE

EMS Training Center
Rural Hawaii Project
Title III Offices

NO'I

Classrooms 2nd Floor
Inouye Dental Health Center

NURSING PORTABLES (NURS)

Allied Health

O & M

Operations & Maintenance

PA'INA

Maui Culinary Academy
The Lei Family Class Act Restaurant

PILINA

Board of Student Publications
Bookstore
Multipurpose Room
Office of Vice Chancellor of Academic Affairs
Special Needs/ Disability Services
Student Government
Student Life
Student Lounge

TLC

Ku'ina Program
The Learning Center
Nursing

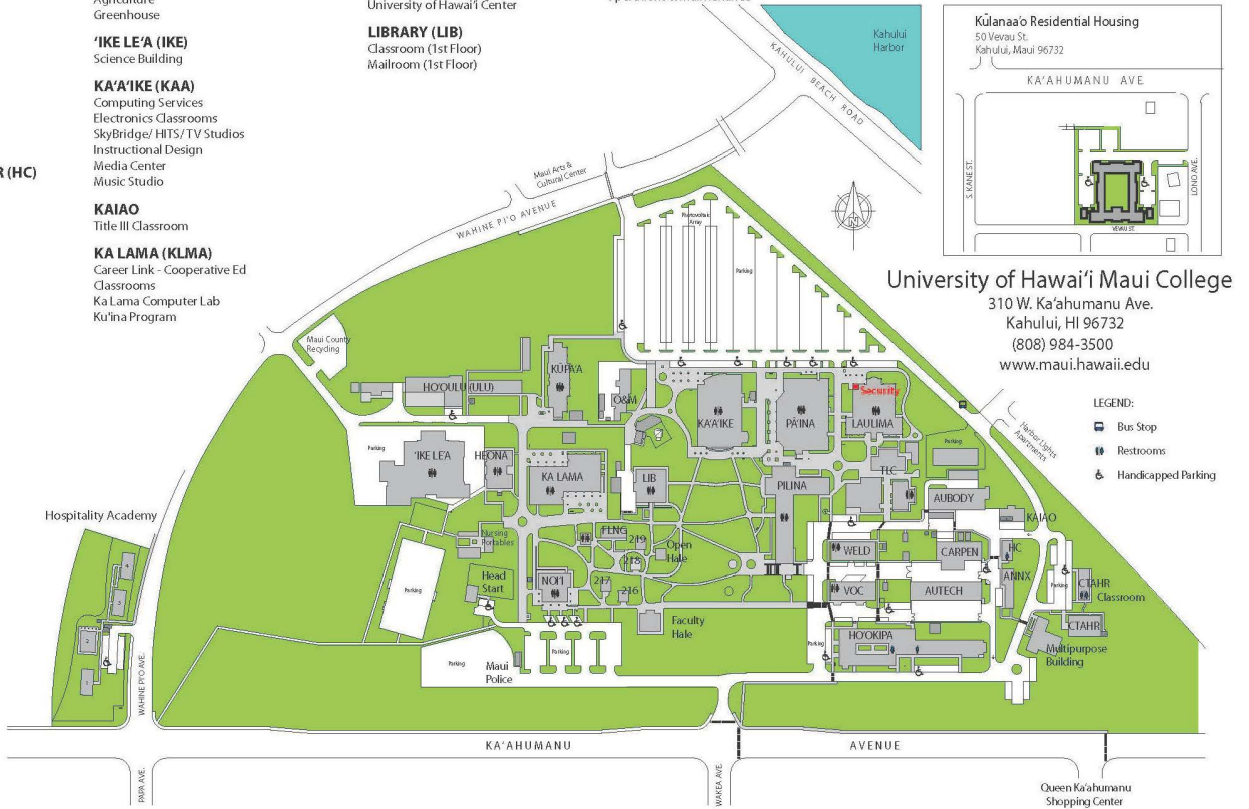
VOCATIONAL (VOC)

Sustainable Construction Tech

CTAHR

College of Tropical Ag & Human Resources

WELDING (WELD)



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