

**INVITATION FOR BIDS (IFB) NO. 26-4798**

**FURNISH AND DELIVER**

**ONE (1) 1/2 TON CREW CAB PICKUP TRUCK WITH FORK LIFT LOADABLE RACK SYSTEM**

**AND**

**ONE (1) 3/4 TON CREW CAB PICKUP TRUCK WITH FORK LIFT LOADABLE RACK SYSTEM**

UNIVERSITY OF HAWAII, HONOLULU COMMUNITY COLLEGE, HONOLULU HAWAII

JANUARY 2026

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. 26-4798 to Furnish and Deliver 1 (one) 1/2 ton crew cab pick-up truck with Fork Lift Loadable Rack system with Cab Protector/Tow Package/Lift gate/Rear Camera System AND 1 (one) 3/4 ton cab pick-up truck with Fork Lift Loadable Rack system with Cab Protector/Tow Package/Lift gate/Rear Camera System, to the University of Hawaii, Honolulu Community College, 874 Dillingham Blvd, Honolulu HI 96817 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 **4:00 p.m., February 20, 2026**, and at that time will be publicly opened. 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](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 Clarifications**

All questions and requests for clarifications must be submitted electronically through HlePRO. Questions must be submitted by **January 28, 2026** at 4:00 p.m., Hawaii Standard Time. Responses will be posted on **February 6, 2026**. The University may refuse to answer any questions received outside of HlePRO or after the Questions/Answers deadline.

Luis P. Salaveria  
Chief Procurement Officer  
University of Hawaii

Posting Date: January 14, 2026

***Vendors are responsible for notifying the Procurement Specialist Bonnie Anderson (e-mail: [bonnie27@hawaii.edu](mailto:bonnie27@hawaii.edu)) for accessibility concerns related to this IFB.***

## **BID REQUIREMENTS**

Furnish and Deliver

1 (one) 1/2 ton crew cab pick-up truck with Fork Lift Loadable Rack system with Cab Protector/Tow Package/Lift gate/Rear Camera System

AND

1 (one) 3/4 ton cab pick-up truck with Fork Lift Loadable Rack system with Cab Protector/Tow Package/Lift gate/Rear Camera System, to the University of Hawaii, Honolulu Community College

### UNIVERSITY OF HAWAII HONOLULU, HAWAII

By attaching the Mandatory Bid Form to HlePRO, the bidder has carefully examined the IFB No. 26-4798 to Furnish and Deliver 1 (one) 1/2 ton crew cab pick-up truck with Fork Lift Loadable Rack system with Cab Protector/Tow Package/Lift gate/Rear Camera System AND 1 (one) 3/4 ton cab pick-up truck with Fork Lift Loadable Rack system with Cab Protector/Tow Package/Lift gate/Rear Camera System, to the University of Hawaii, Honolulu Community College, 874 Dillingham Blvd, Honolulu HI 96817 and offers to furnish and deliver the vehicle as required by the University in strict accordance with the true intent and meaning of the Invitation for Bids (IFB), and shall complete delivery by **June 30, 2026** as follows:

### TAX LIABILITY

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 BID. The prices quoted therein shall be held valid for a period of at least SIXTY (60) consecutive calendar days from the date of bid opening.**

### 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.

### SUBSTITUTIONS TO BE APPROVED IN ADVANCE

The brand and model number(s) identified in the TECHNICAL SPECIFICATIONS are used as a measure of quality, style, appearance and performance. All equipment must be new and unused. Used or refurbished equipment will not be considered. Any brand or model of comparable or better quality and performance than that specified will be considered for acceptance by the University upon submission of a written request for approval of the proposed substitution with manufacturer's literature or brochures containing technical data and illustrations of the proposed equipment being offered. Bidders offering equipment as specified are not required to submit literature, brochures, etc.

All requests for substitutions shall be submitted via email to the Procurement Specialist, Bonnie Anderson ([bonnie27@hawaii.edu](mailto:bonnie27@hawaii.edu)) no later than **4:00 p.m. HST, January 28, 2026**. Emailed requests shall be submitted together with electronic technical brochures and be accompanied by a statement of variances as shown on the attached "Sample Request for Substitution." The statement of variances shall list all features of the proposed substitution which differ from the technical specifications and/or equipment specified and shall further certify that the substitute has no other variant features. The brochures shall be clearly marked showing manufacturer's make, part number, size, etc., and shall include sufficient evidence to enable the University to evaluate each feature listed as a variance. Submittals with insufficient information for evaluation shall be rejected. Substitutions, if any, will be posted on **February 6, 2026**.

A bid which includes a substitution shall be considered only if the substitution has been approved in advance by the University. The University may reject or deny any substitution that it may, in its discretion deem unacceptable, and the findings in this regard shall be accepted by the bidder as final and binding.

SAMPLE REQUEST FOR SUBSTITUTION

Date: \_\_\_\_\_

Bonnie Anderson  
Procurement Specialist  
Email: [bonnie27@hawaii.edu](mailto:bonnie27@hawaii.edu)

Bonnie Anderson:

Subject: REQUEST FOR SUBSTITUTION

Project Title: IFB No. 26-4798, Furnish and Deliver 1 (one) 1/2 ton crew cab pick-up truck with Fork Lift Loadable Rack system with Cab Protector/Tow Package/Lift gate/Rear Camera System AND 1 (one) 3/4 ton cab pick-up truck with Fork Lift Loadable Rack system with Cab Protector/Tow Package/Lift gate/Rear Camera System.

In accordance with TECHNICAL SPECIFICATIONS, I hereby submit for substitution the technical brochures and statement of variances for your review and approval for the item(s) shown below:

| <u>ITEM</u> | <u>SPECIFIED BRAND/MODEL NO.</u> | <u>SUBSTITUTE OR ALTERNATE BRAND/MODEL NO.</u> | <u>VARIANT FEATURES</u> |
|-------------|----------------------------------|--|-------------------------|
|-------------|----------------------------------|--|-------------------------|

I further certify that my request for substitution of the above item(s) has no other variant features.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

- NOTES:**
- 1. SUBMIT VIA EMAIL: [bonnie27@hawaii.edu](mailto:bonnie27@hawaii.edu)**
  - 2. PLEASE USE OWN LETTERHEAD.**
  - 3. IF NO VARIANT FEATURE, INDICATE "NONE"**

## TECHNICAL SPECIFICATIONS

This section indicates the Technical Specifications for the vehicle required. The Technical Specifications listed herein are the minimum requirements and are **mandatory** for an accepted bid. All vehicle specifications shall be complete upon delivery of vehicle the University.

The technical specifications listed herein define the minimum acceptable requirements. The Bidder shall be responsible for furnishing and delivering vehicle that meet or exceed all the mandatory specifications.

### **Minimum Specifications Vehicle #1**

#### **1/2 Ton (Light-Duty Pickup Truck)**

**Body Style:** Crew Cab (Four Full Doors)

**Passenger Capacity:** 5-6 (Bench or Bucket/Console Seating)

**Model Year:** New, Current Production Year or Newer

**Drivetrain:** 4x2

**Engine Type:** Gasoline V6 or V8, or Hybrid Equivalent

**Transmission:** Automatic (Minimum 8-Speed)

**Fuel Capacity:** Minimum 23 Gallons

**Bed Length:** Minimum 6.5 ft

**Electrical:** Minimum 250-Amp Alternator or Dual Alternator setup.

**Fork Lift Loadable Rack System:** Heavy-duty, adjustable rack system with removable cross bars capable of securing loads above the cab and bed. Must be a full-frame rack rated for minimum 1,000 lbs. capacity (distributed).

Design must allow for unobstructed fork-lift loading and unloading from the rear and/or side of the bed.

Integrated or attached grille/screen to protect the rear of the cab from shifting cargo.

#### **Tow Package:**

Class IV Trailer Hitch Receiver (Minimum 2-inch receiver).

Integrated Trailer Brake Controller (ITBC).

7-pin and 4-pin wiring harness connectors.

Trailer Sway Control system.

#### **Liftgate Heavy-Duty Parallel-Arm Hydraulic:**

Capacity Minimum 1,500 lbs.

Aluminum platform (for weight savings/corrosion resistance).

Platform Size Approx. 55 inches (W) x 48 inches (D) usable loading area.

Drive System Dual Hydraulic Cylinder (Parallel-Arm Design) for stability.

Liftgate Features Fully enclosed hydraulic system. Must include a 150-amp circuit breaker, fixed and timed toggle control, and a full-length ground cable.

**Rear Camera System:** Standard high-definition rear-view camera. Must include hitch guidance functionality.

**Minimum Specifications Vehicle #2**

**3/4 Ton (Heavy-Duty Pickup Truck)**

**Body Style:** Crew Cab (Four Full Doors)

**Passenger Capacity:** 5-6 (Bench or Bucket/Console Seating)

**Model Year:** New, Current Production Year or Newer

**Drivetrain:** 4x2

**Engine Type:** Heavy-Duty Gasoline V8 Engine

**Transmission:** Automatic (Minimum 10-Speed Heavy-Duty)

**Fuel Capacity:** Minimum 34 Gallons

**Bed Length:** 8.0 ft (Long Box)

**Fork Lift Loadable Rack System:** Heavy-duty, adjustable rack system with removable cross bars capable of securing loads above the cab and bed. Must be a full-frame rack rated for minimum 1,000 lbs. capacity (distributed).

Design must allow for unobstructed fork-lift loading and unloading from the rear and/or side of the bed.

Integrated or attached grille/screen to protect the rear of the cab from shifting cargo.

**Tow Package:**

Class IV Trailer Hitch Receiver (Minimum 2-inch receiver).

Integrated Trailer Brake Controller (ITBC).

7-pin and 4-pin wiring harness connectors.

Trailer Sway Control system.

**Liftgate Heavy-Duty Parallel-Arm Hydraulic:**

Capacity Minimum 1,500 lbs.

Aluminum platform (for weight savings/corrosion resistance).

Liftgate Platform Size Approx. 55 inches (W) x 48 inches (D) usable loading area.

Liftgate Drive System Dual Hydraulic Cylinder (Parallel-Arm Design) for stability.

Liftgate Features Fully enclosed hydraulic system. Must include a 150-amp circuit breaker, fixed and timed toggle control, and a full-length ground cable.

**Rear Camera System:** Standard high-definition rear-view camera. Must include hitch guidance functionality.

**Required Deliverables:** Vendor shall provide eight (8) hours on-site (UH Honolulu Community College) equipment-specific **Truck Operation, Tow & Brake System Training, Hydraulic Liftgate Training, Forklift Interface Awareness Training, and Safety Training for a minimum of six (6) UH employees.** This training must include both formal instruction and hands-on practical evaluation to meet all relevant OSHA standards, specifically covering the [Make and Model of Truck] purchased. The Vendor shall provide official training certification and documentation to UH upon successful completion. Completion of the required training and receipt of documentation shall be a condition of final acceptance of the vehicles.

**Note:** Prices shall include all costs required to deliver the items to the University of Hawai'i at the specified delivery location and Operator and Supervisor Safety Training. F.O.B. Destination means that the Contractor is

responsible for all transportation, handling, insurance, and associated delivery charges until the goods are received and accepted by the University. No additional freight, handling, or delivery costs shall be paid. Prices shall also include all applicable taxes, including the Hawai'i General Excise Tax (GET), so that bid prices reflect the total cost to the University.

All questions pertaining to the Technical Specifications shall be must be submitted electronically through HlePRO. Questions must be submitted by January 28, 2026 at 4:00 p.m., Hawaii Standard Time. Responses will be posted on February 6, 2026.

**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 and Real Property Management prior to the submittal of a bid. The submittal of a bid shall be considered as acceptance of the specifications as published.**

## GENERAL AND SPECIAL PROVISIONS

### 1. SCOPE

The Furnishing and Delivery of the , Furnish and Deliver 1 (one) 1/2 ton crew cab pick-up truck with Fork Lift Loadable Rack system with Cab Protector/Tow Package/Lift gate/Rear Camera System AND 1 (one) 3/4 ton cab pick-up truck with Fork Lift Loadable Rack system with Cab Protector/Tow Package/Lift gate/Rear Camera System, University of Hawaii, Honolulu Community College shall be in accordance with the terms and conditions of IFB No. 26-4798 and the General Provisions dated September 2013 included by reference. Copies of the General Provisions are available at the Office of Procurement and Real Property Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822 or 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. 26-4798 is issued under the provisions of 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)

Yosuke Jo, Landscaping Manager, Landscaping Department, University of Hawaii, Honolulu Community College, will serve as the Technical Representative of the Procurement Officer.

### 4. SUBMITTAL OF TECHNICAL DATA

With their bids, bidders shall submit, in duplicate, manufacturer's literature or brochures with technical data and illustrations of the vehicle being offered.

### 5. BIDDER'S QUALIFICATIONS

To qualify to bid on the specified vehicle, the bidder must be engaged in a business whose primary and customary interest is to provide the specified vehicle. The bidder must also have the requisite experience, appropriate forms of insurance, and proper licenses. The University reserves the right to disqualify any potential bidder if, in its discretion, the University

determines that the bidder does not have the requisite experience or expertise to provide the goods and/or services.

6. DELIVERY

Prior to delivery, the Contractor shall contact the Technical Representative to coordinate delivery of the vehicle.

Delivery of all vehicles, equipment, and associated components shall be completed **no later than June 30, 2026**. The delivery date is a material requirement of this IFB.

Failure to meet the required delivery deadline may result in bid rejection, contract cancellation, or other remedies as provided in the contract.

The physical site at which the vehicle shall be delivered is as follows:

Honolulu Community College  
874 Dillingham Blvd  
Honolulu HI 96817

7. MANUALS AND INSTRUCTIONS

The Contractor shall provide the University with operating and maintenance manuals of the vehicle furnished under this contract except when hardcopy manuals or CD versions are no longer produced by the vehicle manufacturer for distribution.

8. AVAILABILITY OF FUNDS

Offerors are advised that the award of this contract is contingent upon availability of funds. If funds are not available, the University reserves the right to cancel the IFB or not award individual items.

9. PURCHASE ORDER ACCEPTANCE AND INVOICING

The successful bidder shall accept a University of Hawai'i Purchase Order as the University's official authorization for the procurement. The vendor shall invoice the University upon shipment and/or delivery, in accordance with the terms and conditions of the Purchase Order.

Invoices must reference the applicable Purchase Order number and shall be submitted in a format acceptable to the University.

10. DAMAGED/DEFECTIVE VEHICLES

The University reserves the right to reject damaged or defective vehicles, which shall be promptly and satisfactorily replaced by the Contractor at no additional cost of the University

11. PAYMENT

Contractor shall be remunerated upon final acceptance of goods and submission of a properly executed original invoice and ONE (1) copy, indicating the contract number to Honolulu Community College, 874 Dillingham Blvd, Honolulu HI 96817, THIRTY (30) calendar days following submission of invoice and acceptance of services/goods.

12. MAINTENANCE AND SERVICE REQUIREMENTS

The Contractor shall ensure that all vehicles furnished under this contract are maintained in accordance with the manufacturer's recommended service schedule and shall remain in safe, operable condition throughout the warranty and service period. All maintenance and repairs shall be performed by a manufacturer-authorized service facility located within the State of Hawai'i, using genuine Original Equipment Manufacturer (OEM) or manufacturer-approved parts, in compliance with HAR §3-125-5 (Quality Requirements).

The Contractor shall provide all necessary preventive maintenance, inspections, and repairs at no additional cost to the University during the warranty period, and shall maintain complete service records for each vehicle. If any vehicle is out of service for maintenance or repair for more than fifteen (15) consecutive calendar days, the Contractor shall provide a comparable loaner vehicle at no cost to the University until the vehicle is returned to full operational condition. This requirement supplements, and does not limit, the University's rights under HAR §3-125-18 (Termination for Default).

All vehicles are subject to inspection and acceptance by the University pursuant to HAR §3-125-14 (Inspection and Acceptance). Failure to comply with these requirements may be grounds for contract termination under HAR §3-125-18 (Termination for Default).

13. VEHICLE WARRANTY AND PARTS SUPPORT

All equipment shall be covered by the manufacturer's standard warranty, at a minimum. The vendor shall provide or arrange for local warranty service and support within the State of Hawai'i, including parts and labor, for the duration of the warranty period.

Warranty service must be available without requiring the equipment to be shipped off-island.

In accordance with HAR §3-125-13 (Warranty Clauses) and HAR §3-122-112 (Responsibility of Offerors), the Contractor warrants that all vehicles, equipment, and associated parts furnished under this contract are new, unused, and free from defects in materials, workmanship, and title.

The warranty period shall be a minimum 3-year/36,000-mile bumper-to-bumper warranty and a 5-year/60,000-mile powertrain warranty, unless the manufacturer's standard warranty provides greater protection. The Contractor shall honor and enforce all manufacturer warranties and ensure that warranty coverage extends to the University of Hawai'i as the end user.

The Contractor shall maintain, or have access to, an authorized service facility within the State of Hawai'i capable of performing warranty repairs, parts replacements, and maintenance. All replacement parts shall be genuine Original Equipment Manufacturer (OEM) components or manufacturer-approved equivalents, and shall remain available for at least seven (7) years following vehicle delivery.

Pursuant to HAR §3-125-13(b), during the warranty period the Contractor shall, at no additional cost to the University, correct any defects by repair, replacement, or adjustment, including all related labor, materials, and transportation. If a vehicle is out of service for warranty repair for more than fifteen (15) consecutive calendar days, the Contractor shall furnish a comparable loaner vehicle at no cost to the University until repairs are completed.

All warranty documentation, including terms, authorized service locations, and claim procedures, shall be furnished to the University upon vehicle delivery. The Contractor shall ensure that warranty claims are processed in a timely manner consistent with HAR §3-125-14 (Inspection and Acceptance) and that all repairs meet applicable safety and performance standards.

#### 14. CERTIFICATES REQUIRED

Prior to delivery, the Contractor shall obtain the following and deliver to the University together with the vehicle:

- a. Hawaii Safety Inspection Certificate (in duplicate) and decal;
- b. Motor Vehicle Registration Certificate (completed and signed); and

- c. Odometer Certificate.

15. STATE LICENSE FOR SELLING MOTOR VEHICLES

- a. Pursuant to Chapter 437, Hawai'i Revised Statutes (HRS), relating to the regulation and licensing of motor vehicle manufacturers, distributors, dealers, salespersons, auctions, and auctioneers, all prospective bidders engaged in the business of selling or purchasing motor vehicles in the State of Hawai'i shall hold a valid and current State of Hawai'i Motor Vehicle Industry License issued by the Motor Vehicle Industry Licensing Board.

The Bidder shall be an authorized motor vehicle dealer or authorized reseller licensed under HRS Chapter 437 and capable of providing vehicle delivery, warranty service, and maintenance support within the State of Hawai'i. The Bidder shall identify, in its bid, the Hawai'i-based authorized service facility that will provide warranty and repair services for the vehicles offered. Failure to demonstrate local service capability may result in a determination that the Bidder is non-responsible.

- b. In accordance with HAR §3-122-112 (Responsibility of Offerors), the University of Hawai'i reserves the right to verify the bidder's licensing status as a condition of determining bidder responsibility. Bidders shall provide proof of such licensure by listing their current license number and expiration date in the space provided on the Bid Form or by attaching a copy of the valid license with their bid submission. Failure to comply with this requirement may be grounds for rejection of the bid as non-responsive.

- c. For purposes of this solicitation, "Motor Vehicle" includes any vehicle, automobile, or truck as defined in HRS §§249-1 and 286-2, but excludes tractors, trailers, and amphibious vehicles.

16. VERIFICATION AND REVOCATION OF MOTOR VEHICLE LICENSE

- a. The University of Hawai'i reserves the right to verify the status and validity of any bidder's required State of Hawai'i Motor Vehicle Industry License with the Department of Commerce and Consumer Affairs (DCCA), Professional and Vocational Licensing Division, or the Motor Vehicle Industry Licensing Board.

- b. If, at the time of bid opening or contract award, the bidder's license is expired, suspended, revoked, or otherwise invalid, the University may deem the bidder non-responsible and reject the offer. No award shall be made to a bidder whose license is not valid and in good standing at the time of award.

c. The Contractor shall maintain a valid license for the entire duration of the contract. Failure to maintain an active and valid license shall constitute a material breach of contract and may result in termination for default pursuant to HAR §3-125-18.

d. The University may, at its sole discretion, periodically request written confirmation of license validity during the contract term. The Contractor shall provide such documentation within five (5) business days of the request.

17. RESPONSIBILITY FOR DAMAGE CLAIMS; INDEMNIFICATION

The Contractor shall indemnify, defend, and hold harmless the University and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees and costs, and all claims, suits, and demands therefor, arising out of or resulting from the acts or omissions of the Contractor or the Contractor's employees, officers, subcontractors, or agents under this contract.

The provisions of this provision shall remain in full force and effect notwithstanding the expiration or early termination of this contract. The purchase of liability insurance shall not relieve the Contractor of the obligations described herein.

In case the University shall, without any fault on its part, be made a party to any litigation commenced by or against the Contractor in connection with this contract, the Contractor shall pay all costs and expenses incurred by or imposed on the University, including attorneys' fees.

18. FORCE MAJEURE:

If a Force Majeure Event (as defined herein) prevents, interferes, or restricts the performance of this agreement, the affected party shall use reasonable efforts to promptly notify the other party in writing (i) that it is unable to perform, and (ii) the expected duration of such inability.

During the duration of a Force Majeure Event, neither party shall be liable for any failure, delay, or interruption in performing its obligations hereunder due to causes or conditions beyond its reasonable control, and not due to any fault or negligence of the party affected. The affected party shall use its reasonable efforts to resume performance as soon as possible.

A Force Majeure Event includes, but is not limited to, strikes, boycotts, picketing, slow-downs, work stoppages, or labor disputes; restrictions or requirements imposed by laws or government actions with the force and effect of law; priorities, rationing, curtailment, or shortage of labor or materials; war, revolution, acts of terrorism, or any matter or thing resulting therefrom; embargoes, acts of God, or severe weather or climatic conditions (such as storms, hurricanes, typhoons, earthquakes, tornadoes, volcanic eruptions, earth movements, tsunamis, and floods); acts of the public enemy, acts of superior governmental authority, riots, rebellion, sabotage, fire, or accidents; epidemics, pandemics, quarantines, or regional, national, or international public health emergencies;

or any other cause or causes beyond the reasonable control of the affected party or parties.

19. COMPLIANCE WITH LAWS

Compliance with Applicable Laws and University Policies. Each party shall comply with the requirements of all applicable municipal, state, and federal authorities and observe all laws, statutes, ordinances, rules, and regulations, orders, proclamations, and directives of any federal, state, or county governments applicable to such party and such party's performance under this Agreement, now in force or which may hereafter be in force (collectively "Applicable Laws") and all applicable University of Hawai'i rules and policies (collectively the "UH Policies").

20. REQUIRED 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:  
Required Insurance Coverage.

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  
Personal/Advertising Injury – Each occurrence \$1,000,000.00  
Medical Expenses -- Any one person \$5,000.00  
Damage to Rented Premises – Each occurrence \$250,000.00  
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 9 (Insurance) covering the Contractor's conduct of the Concession 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.

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.

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.

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.