

UNIVERSITY OF HAWAI'I		AMENDMENT OF SOLICITATION	PAGE 1 of 1
1. AMENDMENT NO. 1	3. INVITATION FOR BIDS (IFB) NO. <u>26-4873</u> Dated <u>JUNE, 2026</u> To Provide Refuse Collection Services for University of Hawaii, Maui College, Kahului, Maui, Hawaii.		
2. EFFECTIVE DATE June 5, 2026			
4. ISSUED BY Director, Office of Procurement Management 1400 Lower Campus Road, Room 15 Honolulu Hawai'i 96822 BUYER: <u>Azibun Nuder</u>		5. CONTRACTOR (NAME AND ADDRESS) N/A	

6. The IFB referenced above is amended as set forth in block 7. The hour and date for receipt of offers is extended is not extended. This amendment is attached to HlePRO solicitation B26003170 for distribution and acknowledgement purposes.

7. DESCRIPTION OF AMENDMENT

Delete in its entirety the attachment entitled "IFB264873" and replace with the "IFB264873 (Amendment No. 1)"

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE DOCUMENT REFERENCED IN BLOCK 3 UNLESS HERETOFORE AMENDED, REMAIN UNCHANGED.

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INVITATION FOR BIDS (IFB) NO. 26-4873 (AMENDMENT NO. 1)

TO PROVIDE REFUSE COLLECTION SERVICES

FOR

UNIVERSITY OF HAWAII MAUI

COLLEGE, KAHULUI, MAUI, HAWAII

June 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 REVIEWED AND THAT THE MANDATORY BID FORM IS SUBMITTED AS PART OF THEIR BID PACKAGE.

NOTICE TO BIDDERS

The UNIVERSITY of Hawaii IFB No. 26-4873 TO PROVIDE REFUSE COLLECTION SERVICES FOR UNIVERSITY OF HAWAII MAUI COLLEGE, KAHULUI, MAUI, HAWAII (UNIVERSITY), will be issued and awarded through the UNIVERSITY's electronic procurement system (HiePRO). **All bid responses must be submitted electronically through HiePRO no later than 2:30 PM, July 8, 2026.** Bids received after the due date and time or received in a form other than electronically through HiePRO will not be considered.

Bidders are advised that they should not wait until the last minute to submit their bid through HiePRO. Bidders are solely responsible for ensuring that their electronic submission through HiePRO 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

The UNIVERSITY is utilizing the Hawaii Electronic Procurement System (HiePRO) to solicit bids for this service electronically. Bidders interested in responding to this electronic solicitation must be registered on HiePRO. To register, visit the following link: https://hiepro.hawaii.gov/videos/video/vendor_registration.html. Reference the Vendor Quick Reference Guide for additional information at <https://hiepro.hawaii.gov/static-resources/VendorQuickReferenceGuide.pdf>.

HiePRO will be the system of record to issue the IFB, receive the MANDATORY BID FORM and other Bid requirements, issue Amendments and make award for the IFB. Amendments and other information and materials shall be provided through HiePRO, including additions or changes with respect to the due date and time.

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

Questions and Clarifications

All questions must be submitted electronically through HiePRO. Questions must be submitted by no later than **June 12, 2026 at 2:00 PM**. Responses will be posted on **June 26, 2026**. The UNIVERSITY may refuse to answer any questions received outside of HiePRO or after the Questions/Answers deadline.

Luis P Salaveria

Chief Procurement Officer, University of Hawaii

Posting Date: **June 1, 2026**

Vendors are responsible for notifying the Procurement Specialist, Azibun Nuder (email: anuder@hawaii.edu) for accessibility concerns related to this IFB.

BID REQUIREMENTS

By attaching The MANDATORY BID FORM to HlePRO, the bidder has carefully examined the INVITATION FOR BIDS (IFB) No. 26-4873, TO PROVIDE REFUSE COLLECTION SERVICES FOR UNIVERSITY OF HAWAII MAUI COLLEGE, KAHULUI, MAUI, HAWAII, and offers to provide the refuse collection services, as required by the UNIVERSITY for an initial period commencing on the Notice to Proceed date, estimated from **August 3, 2026 through August 2, 2027**, and may be renewable thereafter on an annual basis for up to four (4) additional years, in strict accordance with the true intent and meaning of the Invitation for Bids (IFB), as follows:

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. Bidders must bid on all items in order to be considered for award. Award will be made to the lowest responsive and responsible bidder based on the total evaluated price of Parts 1 through 7 of the Mandatory Bid Form.**

Prices for all items shall include cost of pick-up, transportation, disposal fees, labor, overhead, and all applicable taxes.

The contract, if awarded, shall be for parts one (1) and two (2) of the Mandatory Bid Form.

Separate purchase orders shall be issued, at the sole discretion of the University, for parts three (3) through seven (7) of the Mandatory Bid Form and at the Unit Prices submitted. Parts 3 through 7 will be ordered on an as-needed basis at the awarded unit prices.

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 or links 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.

WAGE CERTIFICATE OF COMPLIANCE

The Wage Certificate included in the MANDATORY BID FORM is a requirement of Section 103-55, Hawaii Revised Statutes, as specified in Special Provision 5, ELIGIBILITY TO BID. The Wage Certificate must be completed and included in the bid submittal.

PRE-BID CONFERENCE

Due to conditions at the site that may not be clearly identified in technical specifications and plans, it is highly recommended that all bidders schedule to attend a pre-bid conference/job site walk-through. No additional allowance will be granted because of lack of knowledge of such conditions. Attendance at the pre-bid site visit is optional and not a condition of bid responsiveness.

Bidders shall arrange a pre-bid job site walk-through by appointment by contacting UHMC TRPO on any normal working day, Monday through Friday, except holidays, between 9:00 a.m., but not later than 2:00 p.m (excludes recognized holidays and administrative leave days)

Contact person: Herman Andaya
Title: Auxiliary Services Manager
Department: Operations & Maintenance
Phone number: (808) – 984-3580

TECHNICAL SPECIFICATIONS

This section indicates the Technical Specifications for the Refuse Collection services required. The Technical Specifications listed herein are the minimum requirements and are mandatory for an accepted bid.

1. SCOPE OF SERVICE

CONTRACTOR shall furnish all labor, materials, tools, equipment and supervision necessary to perform all operations related to the complete refuse collection and removal services from CONTRACTOR furnished containers, as specified herein, at the frequencies and within the timeframes specified at designated locations and in accordance with these specifications, terms and conditions of the contract.

2. PICKUP AREAS AND PICKUP SCHEDULE

Disposal service shall be performed in the map attached **Appendix 1**. Disposal service shall be performed Monday through Friday during the hours 6am to 2pm as described in the Mandatory Bid Form.

The CONTRACTOR shall contact the Technical Representative if any delay is anticipated. The UNIVERSITY reserves the right to add or reduce pickups and containers as deemed necessary by the UNIVERSITY with at least twenty-four (24) hours' notice. Changes to regular pickup schedules or locations shall be modified through mutual agreement in writing.

3. CONTAINERS

- A. The CONTRACTOR shall provide refuse containers in the specified sizes, and at the specified locations.
- B. The containers shall be of metal construction, furnished with hinged metal covers which can be opened and closed easily. The containers shall be uniform in configuration and appearance, and easily recognizable as refuse containers.
- C. The CONTRACTOR shall have sufficient inventory of containers such that replacement containers are immediately available in the event containers at any UNIVERSITY location are removed for repair or for any other reason.
- D. The containers provided by the CONTRACTOR shall always be properly maintained by the CONTRACTOR. Maintenance shall include, but not be limited to, painting for good appearance, repairing of damages for safety and prevention of leakage or escape of refuse placed in the containers, periodic clean-up of interior and exterior of containers by washing, scraping, steam cleaning and/or spraying with an approved disinfectant at least once a month or more often depending upon the type of refuse contained in order to keep the containers clean, sanitary and free from offensive residual odors. Containers shall be subject to inspection by the Environmental Health and Safety Officer of the UNIVERSITY, and the CONTRACTOR shall comply with his/her recommendations.
- E. The only printing which may appear on the containers shall serve to identify ownership of the containers and to identify the containers as refuse containers. Any printing appearing on the containers shall be of discreet appearance and acceptable to the UNIVERSITY and shall not contain any advertising.
- F. The UNIVERSITY shall be not liable for damages to the containers provided by the CONTRACTOR. In addition, the containers shall remain the exclusive property of the

CONTRACTOR.

- G. Upon notification by the UNIVERSITY, containers deemed in unacceptable condition by the UNIVERSITY, (For example, but not limited to, containers that are damaged, leaking, missing parts, graffiti marked and etc.), shall be repaired and/or replaced by the CONTRACTOR at no extra charge. Replacement containers shall, at a minimum, have new lids, fresh paint, new decals, and a new bottom.
- H. Repeated failure of the CONTRACTOR to correct container deficiencies in a timely basis and/or to respond to the UNIVERSITY within seven (7) calendar days, in writing, of the action taken to correct the deficiencies, shall be deemed sufficient cause for termination of the contract.
- I. If the CONTRACTOR who is awarded the contract is not the CONTRACTOR currently providing services, the CONTRACTOR shall start full service operations from the date designated in the Notice to Proceed. Placement of new containers shall be coordinated with the Technical Representative or designee and the previous solid waste CONTRACTOR to prevent any interruption of service to the facilities.

4. RECURRING ADDITIONAL CONTAINERS PICK-UP AREAS

The UNIVERSITY reserves the right to add new pick-up areas for refuse collection within the UNIVERSITY of Hawaii Maui College areas, and the CONTRACTOR agrees to provide additional refuse containers and service the additional pick-up areas.

The cost of such pick-ups shall be at the bid unit price offered by the CONTRACTOR on the Mandatory Bid Form as set forth in the contract.

Recurring new additional pick-ups and sites shall be added to the contract, upon mutual agreement in writing by the issuance of modification to the contract.

5. AS REQUIRED CONTAINERS AND PICK-UPS

- A. The UNIVERSITY may increase the number of containers and pick-ups on an "As Required" basis at the contracted unit prices for the locations set forth in the ADDITIONAL SERVICES: SPECIAL AND PRICING SCHEDULES of the contract.
- B. An "As Required" additional pick-up shall be considered to be each occasion that the CONTRACTOR is called upon to make a collection outside of the scheduled collections without regard to the number of containers or collection stations which need to be serviced.
- C. The cost of any such "As Required" service shall be at the contracted unit price offered by the CONTRACTOR on the Mandatory Bid Form set forth in the in section ADDITIONAL SERVICES: SPECIAL AND PRICING SCHEDULES.
- D. All 'As Required' services shall be authorized only by written purchase order issued by the University. No verbal or informal requests shall be binding.
- E. CONTRACTOR is advised not to provide any "As Required" service until an approved and authorized purchase order(s) is issued for any "As Required" additional service request.

F. The University reserves right to solicit for any “As Required” services, at its sole in accordance with University policy

i. ADDITIONAL PICKUP

The additional pickups shall be performed “On Call” as required. CONTRACTOR shall dispose of additional rubbish from three (3), four (4), six (6) or thirty (30) cubic yard (yd) container outside of the scheduled collections.

The cost of such pick-ups shall be at the bid unit price offered by the CONTRACTOR on the Mandatory Bid Form as set forth in the contract.

If Additional Pickups are requested, an approved Purchase Order shall be issued for any additional pickups.

CONTRACTOR is advised not to provide any service until approved and authorized purchase order(s) issued for the additional pickups are received.

ii. OVERFILLED CONTAINER CHARGE (I.E. EXTRA YARDAGE)

The overfilled container pickups shall be performed “On Call” as required. CONTRACTOR shall dispose of overfilled containers (extra yardage) of rubbish from existing three (3), four (4), six (6) or thirty (30) cubic yard (yd) container outside of the scheduled collections.

The cost of such of the Overfilled Container Charge shall be at the bid unit price offered by the CONTRACTOR on the Mandatory Bid Form as set forth in the contract.

If Overfilled Container Charge are requested, an approved Purchase Order shall be issued for any Overfilled Container.

CONTRACTOR is advised not to provide any service until approved and authorized purchase order(s) issued for any Overfilled Container request.

iii. TRASH COMPACTOR (NEDLAND NSC-200-30)

The trash compactor shall be emptied “On Call” as required. An approved Purchase Order will be issued either on monthly or quarterly basis with estimated prices per pick up service.

The cost of such pick-ups shall be at the bid unit price offered by the CONTRACTOR on the Mandatory Bid Form as set forth in the contract.

If Trash Compactor pickup are requested, an approved Purchase Order shall be issued for any Trash Compactor pickup.

CONTRACTOR is advised not to provide any service until approved and authorized purchase order(s) issued for any Trash Compactor pickup.

iv. CARDBOARD RECYCLER

The Cardboard Recycler pickups shall be performed “On Call” as required.

CONTRACTOR shall dispose of Cardboard Recycler from existing four (4) cubic yard (yd) container outside of the scheduled collections.

The cost of such of the Cardboard Recycler shall be at the bid unit price offered by the CONTRACTOR on the Mandatory Bid Form as set forth in the contract.

If Cardboard Recycler pickups are requested, an approved Purchase Order shall be issued for any Cardboard Recycler.

CONTRACTOR is advised not to provide any service until approved and authorized purchase order(s) issued for any Cardboard Recycler request.

v. ROLL-OFF CONTAINERS

Roll-Off Container services shall be provided and performed "On Call" as required. A Roll-Off Container shall be considered to be each occasion that the

CONTRACTOR is providing 10, 20 or 30 cu yd container to dispose of construction debris and/or rubbish (i.e. such as furniture, wood, scrap metals) outside of the scheduled collections of the smaller containers.

The cost of such pick-ups shall be at the bid unit price offered by the CONTRACTOR on the Mandatory Bid Form as set forth in the contract.

If Roll-Off Containers are requested, an approved Purchase Order shall be issued for any additional Roll-Off containers.

CONTRACTOR is advised not to provide any service until approved and authorized purchase order(s) issued for the Roll- Off Containers requests are received.

6. CLEANUP OF AREAS

The CONTRACTOR shall clean the container areas to keep them free of debris and rubbish. The areas shall be left in a clean and sanitary condition with empty refuse containers replaced at their stations in a position which will be safe and accessible to the users.

7. DISPOSAL OF REFUSE

- A. The CONTRACTOR shall be responsible for the disposal at all refuse at the dump site. The cost of the refuse disposal including the dump fee charges shall be borne by the CONTRACTOR.
- B. The CONTRACTOR shall comply with all laws, ordinances, statues, and regulations pertaining to the collection, transportation, and disposal of refuse and shall obtain such permits, licenses or other authorization as may be required.
- C. All refuse in the container at the pick-up area shall be collected and completely emptied on those days and at the time indicated in the service schedule. The transfer of the refuse from container to refuse collection trucks shall be performed with a minimum spillage, pollution of the atmosphere, to include but not limited to, a minimum amount of noise and disruption of the surrounding areas. Any spillage of refuse in the course of handling shall be cleaned up immediately by the CONTRACTOR and the area shall be left in a clean condition.

8. SCHEDULE OF REFUSE COLLECTION

Refuse collection for UNIVERSITY of Hawaii Maui College, 310 Kaahumanu Avenue, Kahului, Maui, Hawaii 96732, shall be performed in accordance with the schedule established by the UNIVERSITY (Appendix 2). The CONTRACTOR shall contact the UHMC Technical Representative of the Procurement Officer (TRPO) if any delay is anticipated.

All services shall be performed Monday through Friday during the hours 6am to 2pm. If the regularly scheduled pick-up(s) falls on a State or Federal holiday observed by UNIVERSITY, the CONTRACTOR shall then reschedule the pick-ups for the day prior to the holiday.

9. CORRECTION OF DEFICIENCIES

- A. In the event that the CONTRACTOR is unable to perform the scheduled services, the UHMC – TRPO shall be notified immediately and the CONTRACTOR shall perform such scheduled services by 3:30 p.m. that day. In the event the refuse container overflows as a result of a delay in collection service, the UNIVERSITY shall not be charged an overage charge. The UNIVERSITY shall notify the CONTRACTOR as to whether the delay is considered non-excusable.
- B. In the event of vehicular obstruction, the CONTRACTOR shall notify the UHMC-TRPO to request for towing services and the CONTRACTOR shall wait for the clearance of the obstruction to complete the scheduled services.
- C. In the event the CONTRACTOR fails to correct any deficiency within TWENTY-FOUR (24) hours of notification, the UNIVERSITY reserves the right to utilize alternate means to correct the situation with all resultant costs chargeable to the CONTRACTOR. Should any overflow result from any non-excusable nonperformance, the removal of the bagged overflow shall not be chargeable to the UNIVERSITY; and if removed by other means, the cost shall be chargeable to the CONTRACTOR. In any event, the UNIVERSITY shall allow the CONTRACTOR reasonable time to correct the situation to the extent allowable under the contract and shall initiate the aforementioned removal action only after it has determined that the CONTRACTOR is unable to correct the situation in a timely manner or the situation becomes intolerable.

10. CONTRACTOR'S OPERATION

The CONTRACTOR shall confine all operations for the refuse collection services performed under this office to the immediate vicinity of the work area.

11. CONTAINER ACCESS

The UNIVERSITY shall keep the area around the containers reasonably clear so that the CONTRACTOR will have access to the containers and so that the CONTRACTOR is able to empty and replace the containers without any obstruction or hazards.

12. PERIODS OF SERVICE

- A. A schedule of refuse containers general locations, sizes, and frequency of service is provided (See Appendix 2). Bidders are to review identified locations (See Appendix 1), pick up schedules and container sizes/types for refuse disposal for individual containers located at the specified sites.
 - i. Part 1. Regular Academic School Year Schedule – Service period: Second Week of August to Second Week of May
 - ii. Part 2. Summer Schedule – Service period: Third Week of May to First Week of August

- B. The UNIVERSITY reserves the right to temporarily suspend scheduled pickups during times when they are not needed, by giving advance notice and the CONTRACTOR shall not charge for these omitted pick-ups.
- C. CONTRACTOR will be responsible for handling the adjustments to container counts/types and pickup frequency schedule requirements at varying locations and for varying periods of time such as, during holidays. The Technical Representative of the Procurement Officer (TRPO) or designee will notify the CONTRACTOR of any adjustments to container counts and schedule with at least twenty-four (24) hours notice.
- D. Pursuant to the schedule and quantities, as specified in this IFB, Vendors must bid on all items (Parts 1 through 7 of the Mandatory Bid Form) in order to be considered for award.
- E. Any quantities listed within this IFB are approximate and are intended for use only in the evaluation of bids. Actual schedule and quantities may vary depending on University needs.

13. COLLECTION SERVICE

- A. Containers shall be emptied completely during collections. The transfer of refuse from containers to refuse collection and recycling collection trucks shall be performed with a minimum amount of spillage and pollution of the atmosphere and surrounding area. In the event that spillage occurs, the CONTRACTOR shall pick up the spillage immediately.
- B. The CONTRACTOR shall conduct its pickups in a manner which will provide the least disturbance to students and workers and which does not interfere with the safety, welfare, and convenience of the UNIVERSITY's daily operations.
- C. The CONTRACTOR may be required to access the refuse enclosure or recycling container by key, which shall be the CONTRACTOR's responsibility to provide drivers, keep and maintain key. CONTRACTOR will be assessed charges for any key replacements for keys provided by the UNIVERSITY.
- D. If the CONTRACTOR causes damage to UNIVERSITY's facilities or any property during the refuse collection and recycling service, CONTRACTOR shall notify the Technical Representative of the Procurement Officer (TRPO) or designee immediately.
- E. Repairs to any damages caused by the CONTRACTOR, and/or replacements shall be the financial responsibility of the CONTRACTOR. If these repairs and/or replacements are not completed within SEVEN (7) working days of the incident, the UNIVERSITY shall have the option to complete the work and bill the cost to the CONTRACTOR.
- F. Vehicles and equipment used by the CONTRACTOR to collect and remove refuse shall always be clean and well maintained both mechanically and in appearance. All equipment used to collect and remove refuse shall be covered to prevent littering.

14. CUSTOMER SERVICE REPRESENTATIVE

- A. The CONTRACTOR shall assign a Customer Service Representative to act as the single point of contact for all issues pertaining to this contract that will respond to all service needs of the UNIVERSITY.
- B. The Customer Service Representative shall be available between 7:30 a.m. and 5:30 p.m., Monday through Sunday, including holidays, to direct CONTRACTOR's personnel, review operating activities, provide solutions to problems, and contribute any other support required for the UNIVERSITY's waste program.

15. PRICING

- A. Bidders shall compute and submit prices in accordance with the MANDATORY BID FORM for this offering.
- B. Prices should be "all inclusive." The price should include, but not be limited to, all labor, equipment, insurance, taxes, fees, equipment maintenance, reports, and any other service to provide disposal, removal, or recycling services that meets or exceeds the requirements set forth in this IFB.
- C. No additional charges for mileage, travel time, additional labor expense, or specialequipment expenses, etc. will be considered. Proposed pricing to include all transportation charges, surcharges and/or regulatory fees.
- D. Any quantities listed within this IFB are approximate and are intended for the UNIVERSITY's use in evaluation of bids.
- E. CONTRACTOR shall be paid for actual work performed and at the unit prices set forth in this contract.

All questions must be submitted electronically through HiePRO. Questions must be submitted by no later than **Friday, June 12, 2026 at 2:00 PM**. Responses will be posted on **June 26, 2026**. The UNIVERSITY may refuse to answer any questions received outside of HiePRO or after the Questions/Answers deadline.

Bidders are cautioned to review the Technical Specifications carefully and thoroughly. Objections to or requests for clarification of the specifications shall be made through HiePRO as a Question. The submittal of a bid shall be considered as acceptance of the specifications as published.

SPECIAL PROVISIONS

1. SCOPE

To Provide Refuse Collection Services for University of Maui College, Kahului, Maui, Hawaii shall be in accordance with the terms and conditions of IFB No. 26-4783 and the University of Hawai'i General Provisions for Goods and Services, dated September 2013, are incorporated herein by reference and made a part of this Invitation for Bids.

In the event of any inconsistency or conflict between the provisions of this Invitation for Bids and the University of Hawai'i General Provisions for Goods and Services, the General Provisions shall control, unless this Invitation for Bids expressly states otherwise.

Copies of the General Provisions are available at the Office of Procurement 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. 26-4783 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)

Contact person: Herman Andaya
Title: Auxiliary Services Manager
Department: Operations & Maintenance
Phone number: (808)-984-3580

4. CONDITIONS AT SITE

It is the responsibility of Bidders to verify field conditions prior to submitting a bid. The single walkthrough is arranged for all bidders to simultaneously view the location of the container sites with UNIVERSITY staff and examine the conditions and be aware or satisfied as to the character and amount of work to be performed as called for by the specifications.

Submission of a bid indicates acknowledgement and agreement of the conditions to be met and that the bidder fully understands the extent of the obligation and not make any claim of right to cancellation or relief without penalty of the contract because of any misunderstanding or lack of information. No additional allowance will be granted because of lack of knowledge of such conditions.

5. BIDDER'S QUALIFICATIONS

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. 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 services. Page | 13

6. 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, Hawaii 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 officers and employees for similar work. If, after the initial period, during the life of the contract, the State of Hawaii Salary Schedule is revised, the CONTRACTOR shall pay its employees at not less than the revised wages and salaries paid public officers and employees for similar work.
- B. All applicable Federal and State laws relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

7. 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 accessible to all employees, or the CONTRACTOR may include such notice with each paycheck or pay envelope furnished to the employee.

8. STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

To assist the bidder in determining whether the work the employees are to perform under this contract is similar to that performed by public employees, the following are the position, classification, and hourly rate for the positions that perform refuse collection services:

Title	Class	Hourly Rate (effective 07/01/26)
Refuse collector	BC05	\$28.03
Truck Driver Laborer	BC05	\$28.03
Truck Driver	BC06	\$29.16
Heavy Truck Driver	BC07	\$30.32

9. PROTECTION OF PROPERTY AND BUILDINGS

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. If the repair cannot be done immediately, the

CONTRACTOR shall contact the Technical Representative of the Procurement Officer (TRPO) to work out a time schedule acceptable to the UNIVERSITY. Page 14

10. REFERENCES

Each bidder shall provide the names, addresses, and phone numbers of THREE (3) agencies, for which Refuse service is currently provided who can attest to the reliability of the bidder's service and personnel. The UNIVERSITY reserves the right to reject the bid submitted by any bidder whose performance on other jobs has been unsatisfactory.

11. 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.

12. INSURANCE

Contractor shall, and shall ensure that all Contractor Agents shall, during the entire term of this Agreement, at no cost to the University, 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 University 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, covering the Contractor's conduct of the services on or within the Premises and/or the University 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, the University 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 University 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 the University 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. Pollution Liability Insurance shall be required only if hazardous materials are handled as part of the contracted 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 the University 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) University insurance not primary. Insurance obtained by Contractor and/or any Contractor Agents pursuant to this Agreement will be primary and any University insurance will apply only in excess of and not contribute with such insurance obtained by Contractor and/or any Contractor Agents.

(3) Name the University as an additional insured. The University 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 the University.

(5) University 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. The University 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 the University 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 the University, certificates of insurance necessary to satisfy the University that the insurance requirements of this Agreement have been and continue to be satisfied during the term of the Agreement.

d. University 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 the University, the University 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 the University for the cost thereof plus ten percent (10%) to cover the University'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 the University 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. University may adjust insurance requirements. The University 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. The University'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 University risk management requirements that are in effect as of the Effective Date and as may be amended from time to time.

13. 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.

14. WORKERS' COMPENSATION

The CONTRACTOR shall provide adequate statutory workers' compensation insurance for all labor employed in performing services under this contract.

15. LAWS, ORDINANCES, STATUTES, AND REGULATIONS

The CONTRACTOR shall comply with all laws, ordinances, statutes, and regulations pertaining to collection, transportation, and disposal of refuse and shall obtain such permits, licenses or other authorization as may be required.

16. LANDFILL/DISPOSAL FEES

Bidders shall indicate on the Mandatory Bid Form, page 6, the percentage of its unit bid price/container pickup that represents the City and County of Maui Landfill/Disposal Fee which shall be used to compute price adjustment should the City and County of Maui adjust its Landfill/Disposal rates. Price adjustment shall not be more than the percentage increase of the City and County of Maui /Disposal rates. The CONTRACTOR may submit a written request to the UNIVERSITY for a price adjustment due to such increase in actual dumping cost to the CONTRACTOR together with the new City and County of Maui Landfill/Disposal Fee Schedule. Costs of labor, equipment, equipment operations and materials used in the execution of this contract or any other costs incurred by the CONTRACTOR in connection herewith shall in no event be subject to this provision for price adjustment.

17. COORDINATION OF WORK

Upon award of the contract, CONTRACTOR shall contact the Technical Representative to establish operational and administrative procedures including coordination, scheduling contract personnel including telephone numbers, and lead time for notification of non-scheduled pickups. The CONTRACTOR shall not be permitted to interfere with UNIVERSITY operations, and work

schedules shall be coordinated with the Technical Representative prior to commencing work. | 17

18. PRICE ADJUSTMENTS BASED ON THE INCREASE TO WAGE RATES FOR PUBLIC EMPLOYEES PERFORMING SIMILAR WORK

If the prevailing wage rates for State Civil Service workers performing similar work are increased beyond the July 1, 2025 rate, the UNIVERSITY shall allow the CONTRACTOR to adjust the contract price not more than the percentage increase granted to State Civil Service workers performing similar work. Price adjustment shall be made through modifications to the contract for the difference upon request of the CONTRACTOR who shall be responsible for providing documentation (to the satisfaction of the UNIVERSITY), that the CONTRACTOR had paid employee wages not less than that paid to public employees doing similar work during the period of the contract. This clause, however, shall be voided in the event Section 103-55, Hawai'i Revised Statutes is repealed or modified so that the section of the statutes is no longer applicable to this contract.

19. ESCALATION CLAUSE

The CONTRACTOR shall be allowed to request adjustments to the contracted bid price per container pickup subsequent to bid opening, provided the request is made in writing to the UNIVERSITY **no later than (90) days prior to the applicable contract renewal date**, in accordance with the Term of Contract provisions. The UNIVERSITY will consider and approve those requests for price adjustment based on the following:

A. Increase to City and County of Maui landfill / disposal fees occurring subsequent to the bid opening date. (Documentation satisfactory to the UNIVERSITY must be submitted with the request for verification by the UNIVERSITY of such changes.)

The following formulas will be used in calculating such increase:

First Increase: $LI = (X * Y) * (Z)$

Subsequent Increase(s): $LI = A * Z$

Whereby LI = dollar amount increase in contract price per container pickup due to increase in City and County of Maui Landfill/Disposal Fee occurring subsequent to bid opening date;

X = original contract price per container pickup;

Y = percentage of bid price per container pickup designated by CONTRACTOR as representing City and County of Maui Landfill/Disposal Fee;

Z = percentage increase in City and County of Maui Landfill/Disposal Fee; and

A = that portion of the contract price per container pickup representing Landfill/Disposal Fee (this amount is X times Y plus any increase(s) in contract price per container pickup resulting from increase(s) in City and County of Maui Landfill/Disposal Fee).

B. Increase to wage rates to public employees performing similar work occurring subsequent to the initial term of the contract, provided the CONTRACTOR designates in bid form that the work his employees are to perform under this contract is similar to that performed by public employees, and provided further, that the CONTRACTOR documents to the satisfaction of the UNIVERSITY, that he has paid his employees' wages not less than that paid to public employees doing similar work during the period of the contract prior to the request.

The following formulas will be used in calculating such increase:

First Increase: $WI = (X * Y) * (Z)$

Subsequent Increase(s): $WI = A * Z$

Whereby WI = dollar amount increase in bid price per container pickup due to increase in State wages;

X = original contract price per container pickup;

Y = percentage of bid price per container pickup designated by

CONTRACTOR as representing labor costs;

Z = percentage increase in wages paid to State employees performing similar work; and

A = that portion of the contract amount representing wages (this amount is X times Y plus any increase(s) in contract price per container pick-up resulting from increase in State wages).

Failure to submit a complete written escalation request within the ninety (90)-day period prior to the applicable renewal date shall constitute a waiver of any right to price adjustment for that renewal period.

20. ESTIMATED PICK-UP REQUIREMENTS AND CHANGES

The number of pickups and containers required, the location of containers and service schedules are based on estimated requirements. The UNIVERSITY reserves the right to increase or reduce its location and regular pickup schedule requirements within the period of the contract by written modifications to the contract. Container pickup amounts and locations may be changed within each facility at the contracted unit rates. Upon award of the contract, the CONTRACTOR shall contact UHMC TPRO to establish operational and administrative procedures including coordination, scheduling contract personnel including phone contact numbers.

21. TERM OF CONTRACT

The CONTRACTOR shall enter into a contract with the UNIVERSITY for an initial period of one (1) year, commencing on the date designated in the Notice to Proceed (estimated at August 3, 2026).

Upon satisfactory performance, availability of funds, and mutual agreement of the parties, the contract may be renewed annually for additional one-year periods, for a total contract term not to exceed five (5) years, without the necessity of further bidding, in accordance with HRS §103D-315.

Renewal of the contract may be granted by the UNIVERSITY through the issuance of a purchase order or other written funding authorization that encumbers funds for the applicable renewal period, and such purchase order shall constitute written notice of renewal for that period. A formal contract modification is not required for renewal when the renewal is within the original scope, terms, and conditions of the contract. Each renewal is contingent upon the issuance of a purchase order and does not obligate the UNIVERSITY beyond the funds encumbered for the applicable renewal period.

The contract price for each renewal period shall remain the same as, or lower than, the initial bid price, unless adjusted in accordance with Special Provision 19, Escalation Clause, upon written

request submitted no later than ninety (90) days prior to the applicable renewal date. Page | 19

22. TERMINATION FOR CONVENIENCE

Termination for convenience shall be governed by Section 6 of the University of Hawai'i General Provisions for Goods and Services, which are incorporated herein by reference and are based on HAR §3-125.

Without limiting the University's rights under the General Provisions, the parties agree that in the event of termination for convenience:

- The CONTRACTOR shall be entitled only to payment for services satisfactorily performed and accepted by the UNIVERSITY prior to the effective date of termination.
- The UNIVERSITY shall not be liable for, and the CONTRACTOR expressly waives, any claim for additional costs, fees, or damages, including but not limited to:
 - Anticipatory or lost profits
 - Unabsorbed overhead
 - Mobilization or demobilization costs
 - Equipment removal or return costs
 - Early termination or cancellation charges imposed by subcontractors or suppliers
 - Administrative, wind-down, or transition expenses

Payment for accepted services shall constitute **full and final compensation** arising out of termination for convenience.

The CONTRACTOR shall take all reasonable steps to mitigate costs and liabilities upon receipt of a notice of termination.

Payment for services rendered and accepted prior to termination shall constitute full and final compensation to the Contractor arising out of the termination for convenience.

Upon receipt of a notice of termination, the Contractor shall take all reasonable steps to mitigate costs and liabilities.

23. NON-APPROPRIATION OF FUNDS / FUNDING LAPSE

The obligations of the University under this Contract are contingent upon the **availability and continued appropriation of funds**.

In the event that funds are **not appropriated, reduced, withdrawn, or otherwise made unavailable**, or if the University determines that sufficient funds are not available to continue this Contract, the University may terminate the Contract, in whole or in part, **without penalty or further obligation**, upon written notice to the Contractor.

In the event of termination due to non-appropriation or funding lapse, the Contractor shall be entitled to payment **only for services satisfactorily performed and accepted by the University prior to the effective date of termination**.

The University shall not be liable for any future costs, lost profits, or other damages resulting from termination under this provision.

24. OPTION YEARS AND RENEWALS NOT GUARANTEED

Any option years, extensions, or renewals described in this IFB or resulting Contract are not guaranteed and are subject to the sole discretion of the University, the availability of funds, satisfactory Contractor performance, continued need for the services, and compliance with applicable laws, rules, and University policies.

The Contractor acknowledges and agrees that:

- The University has no obligation to exercise any option year or renewal.
- No expectation, reliance, or entitlement to future work is created.
- Failure to exercise an option year or renewal shall not give rise to any claim for compensation, damages, or lost profits

Exercise of any option year or renewal shall be effective only upon written notice issued by the University. The Option Year may be granted by the UNIVERSITY through the issuance of a purchase order or other written funding authorization that encumbers funds for the applicable option period, and such purchase order shall constitute written notice of the option year renewal for that period.

25. PAYMENT

The CONTRACTOR shall be remunerated upon satisfactory completion of the services, and submission of a properly executed original invoice and TWO (2) copies, indicating the contract number, to UNIVERSITY of Hawaii Maui College, Business Office, 310 Kaahumanu Avenue, Kahului, HI 96732 and email invoice to uhm cbo@hawaii.edu., no later than THIRTY (30) calendar days following submission of invoice and acceptance of services.

A "Service Work Report" for all work performed shall be included and required with each invoice prior to acceptance of services and payment.

26. CERTIFICATION REQUIREMENTS FOR CONTRACT AWARD

Prior to award, the successful Offeror shall submit the following certifications:

A. Tax Clearance for Contracts

In accordance with Sections 103-53 and 103D-328, and Section 3-122, 112, HAR, the CONTRACTOR shall obtain tax clearances from the State of Hawaii Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) certifying that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the DOTAX and under the Internal Revenue Code against the Offeror, have been paid. This shall apply to all contracts, whether with Hawaii Offerors, out-of-state Offerors, or nonprofit organizations.

This shall not apply to Offerors if the DOTAX certifies that the Offeror is in good standing under a plan in which delinquent taxes are being paid to the DOTAX (and the IRS, if applicable) in installments.

B. Certificate of Compliance, Hawaii State Department of Labor

The CONTRACTOR shall obtain a Certificate of Compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR) in accordance with Section 103D-310, HRS, and Section 3-122-112, HAR.

C. Certificate of Good Standing, State of Hawaii Department of Commerce and Consumer Affairs

The CONTRACTOR shall obtain a Certificate of Good Standing from the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) in accordance with Section 103D-310, HRS, and Section 3-122-112, HAR.

D. To meet the above requirements, the State of Hawaii has developed an electronic proof of compliance, Hawaii Compliance Express, that allows a vendor to obtain the aforementioned certifications by registering on-line at <http://vendors.chawaii.gov/hce/splash/welcome.html>

Vendors shall electronically register with the Hawaii Compliance Express to obtain a Certificate of Vendor Compliance which is acceptable as proof of compliance for both contracting purposes and final payment. page | 21

The above certifications should be applied for by Offerors in a timely manner. The UNIVERSITY will inform the successful Offeror in writing as to the exact date and time that the above certifications are due to the UNIVERSITY. If the successful Offeror does not submit the certifications by the date and time specified in the UNIVERSITY's written notification, the successful Offeror's proposal may be rejected. Thereafter, the UNIVERSITY reserves the right to consider other offers received for award.

27. CONTRACTOR LICENSE

The CONTRACTOR shall possess a valid State of Hawaii License which permits the CONTRACTOR to perform the services under this contract. The CONTRACTOR agrees to furnish proof of such licensing prior to 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. If, in the opinion of the UNIVERSITY, the CONTRACTOR does not possess the appropriate licensing to perform the requirements of the contract or does not show proof of appropriate licensing, prior to award, the UNIVERSITY may award the contract to the next lowest bidder.

28. AVAILABILITY OF FUNDS

An award shall be contingent upon the availability of funds, and any solicitation shall be subject to cancellation by the UNIVERSITY at any time if funds are unavailable.

29. 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.

30. ADMINISTRATIVE NO-COST EXTENSION

The UNIVERSITY may, at its sole discretion, extend the contract for a limited period **at no additional cost** for the purpose of completing services in progress, ensuring continuity of essential services, or accomplishing administrative close-out activities, including final invoicing, reconciliation, audit, or transition to a successor contract.

Any such extension shall not expand the scope of work, increase the contract price, or obligate additional funds, and shall be documented in writing by the UNIVERSITY. This administrative extension shall not be construed as a renewal and shall not extend the contract beyond the maximum term authorized under **HRS §103D-315**.

31. EXAMINATION OF RECORDS

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 unless otherwise provided in the General Provisions or required by law.

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.

32. ORDER OF PRECEDENCE

In the event of any inconsistency among the contract documents, the following order of precedence shall govern:

- A. Notice of Award / Executed Contract
- B. This Invitation for Bids and any amendments issued thereto
- C. University of Hawai'i General Provisions for Goods and Services
- D. Contractor's bid and attachments