NEIL ABERCROMBIE GOVERNOR



AARON S. FUJIOKA ADMINISTRATOR

# STATE OF HAWAII STATE PROCUREMENT OFFICE

P.O. Box 119 Honolulu, Hawaii 96810-0119 Telephone: (808) 587-4700 e-mail: state.procurement.office@hawaii.gov http://hawaii.gov/spo

# July 1, 2013

TO:

Food Service Institutions of the Executive Departments/Agencies (Excludes Department of Education [DOE] Charter

l

Schools, Hawaii Health Systems Corporation [HHSC] and their Regional System Boards and Hospitals, Office of Hawaiian Affairs [OHA], and University of Hawaii [UH])

FROM:

SUBJECT: DISPOSABLE FOOD SERVICE PRODUCTS DOE Price List No. E13-16 (Oahu) DOE Price List No. E13-17 (Big Island) DOE Price List No. E13-18 (Maui) DOE Price List No. E13-19 (Kauai) July 1, 2013 to June 30, 2014

Aaron S. Fuijoka

rans.

The price list contract for Disposable Food Service Products is attached. Executive Departments/Agencies are not required but may purchase from this contract under the terms of the cooperative agreement between the State Procurement Office (SPO) and the Department of Education (DOE).

The following clarifies the price list contract where appropriate and applies only to the Executive Departments/Agencies utilizing this price list contract:

- Do not use the DOE Vendor Codes provided on the price list contract. Executive Departments/Agencies are responsible to obtain the correct vendor codes for annotation on purchase orders. Vendor codes are obtainable from the "Alphabetical Vendor Edit Table Report" available at your department's fiscal office. Agencies are cautioned that the remittance address on an invoice may be different from the address of the vendor code annotated on the purchase order. Therefore, when processing an invoice for payment, be sure that the correct vendor code is used.
- The following shall clarify the "DOE'S COMMITMENT" clause located on page 1:

STATE'S COMMITMENT: Executive Departments/Agencies food services programs may purchase from this price list contract. Further, other Executive Departments/Agencies may use this contract to purchase products that will meet their program requirements or to fulfill client or patient needs. Purchases shall not be made for personal or employees use, unless applicable to program requirements.

- All references made to "SFSM" shall refer to the individual placing the order.
- The following shall clarify the first paragraph of the "VENDOR AND PRODUCT EVALUATION" clause located on page 3:

The Vendor and Product Evaluation form, SPO-012, is made available to the agencies for the purpose of addressing concerns on this price list contract. The form can be accessed from the SPO website: <a href="http://hawaii.gov/spo">http://hawaii.gov/spo</a>. Click on SPO Forms from the Toolbox/QuickLinks menu. Food Service Institutions of the Executive Departments/Agencies should submit all evaluation forms to wendy.mo.ebisui@hawaii.gov. Include the DOE Price List Contract Number in the Description field of form SPO-012.

- All references made to "School Food Services Branch" in the Vendor and Product Evaluation clause shall refer to the State Agency.
- The following shall clarify the "EXCEPTION FROM PRICE LIST" clause located on page 3 and 4:

The Executive Departments/Agencies are not required but may purchase from this price list contract, and requests for exception from the contract is not required. Executive Departments/Agencies are allowed to purchase from other contractors; however, HRS chapter 103D and the procurement rules apply to purchases using the applicable method of procurement and its procedures, such as small purchases or competitive sealed bidding. The decision to use this contract or to solicit pricing from other sources is at the discretion of the agency.

Questions relating to the various products listed may be directed to the contract vendors on page 1 of the price list contract. Procurement questions or concerns may be directed to Wendy Ebisui of the SPO at 586-0563 or email <u>wendy.mo.ebisui@hawaii.gov</u>.

# DEPARTMENT OF EDUCATION

# **PROCUREMENT & CONTRACTS BRANCH**

# DOE Price List No. E13-19 (Kauai) Replaces E13-05

# **DISPOSABLE FOODSERVICE PRODUCTS FOR CAFETERIAS**

July 1, 2013 to June 30, 2014 (IFB D13-072)

Orders shall be placed with the following companies:

Vendor	DOE Vendor Code	Telephone #	Fax #
Maui Chemical & Paper Products, Inc. 875 Alua Street Wailuku, Hawaii 96793 Contact: Harry Nakagawa	028795	Toll Free: 800-378-7311	Toll Free: 877-244-4279
Officemax Incorporated 3145 Oihana Street Lihue, Hawaii 96766 Contact: Gary Towner	100208	639-6231	245-1657
<b>Ventures Associates, Inc.</b> 3097 Oihana Street Lihue, Hawaii 96766 Contact: Ross Nakashima	045895	246-4886	246-4895
James K. Azeka, Inc. dba Jimmy's Sales 1874 Haleukana Street Lihue, Hi 96766 Contact: Myles Azeka	023510	246-0444	245-2009

#### **BID PRICES**

Unit prices shall be based on delivery to destination and shall include any and all other costs incurred **except for the Hawaii General Excise Tax.** The Hawaii GET shall be added to the invoice as a separate line item and shall not exceed 4.166%. No additional charges shall be assessed.

#### **DOE'S COMMITMENT**

ñ,

All cafeterias on the Island of Maui under the DOE's School Food Services Program are mandated to purchase products from this price list. Further, other food service institutions under 'the jurisdiction of the State Procurement Office and the Judiciary are also mandated to purchase

DOE Price List No. E13-19 (Kauai) 7/1/2013-6/30/2014 disposable food services products from the price list. From Time to time, other agencies (for example: DOE's Special Education Programs or Health Rooms and DOH's Dental Health Division or Mental Health Centers) may purchase from this price list but these purchases shall be by mutual agreement between the agency and the vendor and shall be minimal and infrequent.

#### **ORDERING PROCEDURES**

- Orders must be placed ten (10) business days prior to requested delivery date.
- Orders shall be faxed to the above-listed vendors using order forms.
- "DOE Price List No. E13-19" should be noted on orders and invoices issued against this
  price list.
- When revising orders, SFSM must remember to state "Revised" and date of revision on new order. Failure to do so may result in a duplicate order.
- SFSM should retain this price list for future reference to specific terms and conditions related to items purchased.

# DELIVERY AND ACCEPTANCE

Deliveries of all orders shall be completed within ten (10) business days after receipt of order. For orders received prior to ten (10) business days of requested delivery dates, Contractor shall deliver on the requested delivery date. Deliveries shall be made to the individual cafeterias at locations designated on the orders. The minimum order for delivery shall be FIFTY DOLLARS (\$50.00). The DOE reserves the right to include products from other price lists as well as non-bid items to meet this minimum order requirement. Orders totaling less than FIFTY DOLLARS (\$50.00) shall be made available on a "will call" basis within 24 hours after receipt of order. Delivery of orders totaling less than \$50.00 may be made at the Contractor's option and according to his delivery schedule. Contractor is required to deliver all items outstanding at the end of the award period if order was received during the award period.

<u>Deliveries to DOE school cafeterias shall be made between 6:00 a.m. and 2:00 p.m.</u> Deliveries shall be scheduled for at least two (2) non-consecutive business days per week per district or geographical area. (Note: Friday and Monday are considered "consecutive business days" since no business is transacted on Saturday and Sunday.) Upon the DOE's request, Contractor shall stack delivered cases in a previously-cleared storage area.

All deliveries of refrigerated food products shall be made from refrigerated vehicles as per food safety and sanitation guidelines. The ordering school reserves the right not to accept deliveries made in non-temperature-controlled vehicles.

Any loss or damage to the products shall be the responsibility of the vendor. Vendor's responsibility for products and delivery does not end until acceptance of products at the cafeteria. Likewise, cafeteria personnel shall check accuracy of delivery (quantity and quality) prior to acceptance of delivery. Vendor shall forward original and one (1) copy of invoices directly to cafeteria.

#### FAILURE TO DELIVER

Contractor shall be obliged to deliver products under this award in accordance with the terms and conditions stated herein. If a Contractor is unable to deliver because product is temporarily out of stock, it shall be the Contractor's responsibility to notify the ordering cafeteria or State agency of the shortages on the awarded items at least three (3) days before the requested delivery date. Contractor shall then obtain prior approval from the DOE, School Food Services Branch and the ordering cafeteria to deliver an acceptable substitute, at the same bid price and under the same

terms and conditions of this award. It shall be the Contractor's responsibility to obtain such substitute and deliver it to requesting school immediately or pursuant to the original delivery date.

In the event a Contractor fails, refuses or neglects to deliver products in accordance with the requirements of these Special Conditions, the Product Specifications or the General Conditions, the DOE reserves the right to purchase, in the open market, a corresponding quantity of the products specified herein and to deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price named in the agreement and the actual cost to the DOE. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand from the DOE. The DOE may also utilize all other remedies provided by law.

In the event a Contractor consistently needs to substitute or refuses to substitute products, the DOE reserves the right at its sole discretion to assess liquidated damages or to terminate the award and/or initiate the debarment process pursuant to Chapter 3-126, Legal and Contractual Remedies, HAR.

#### **VENDOR AND PRODUCT EVALUATION**

The School Food Services Branch will distribute SFSB Form 12, Evaluation of Goods and Services, to the School Food Service Manager with the issuance of the resulting price list.

<u>Product Evaluation.</u> Upon receipt of complaint, Contractor shall be notified of product quality. Contractor shall follow up with the manufacturer and respond to the School Food Services Branch as to what remedies have or will be taken to correct the problem. If product quality is not corrected and the complaint(s) persist, steps will be taken to delete product from the price list.

<u>Vendor Evaluation.</u> In the event of complaints regarding Contractor's services (examples include but are not limited to: delivery delays, multiple out of stock, failure to notify manager of nondelivery, or failure to provide substitute items pursuant to the original delivery date) the School Food Services Branch will notify the Contractor. Within one (1) week of notification, the Contractor shall take corrective measures to resolve the complaint, and inform the School Food Services Branch of action taken. Should the Contractor receive multiple complaints for poor service or refuses or fails to resolve the complaints in a timely manner, the DOE/ School Food Services Branch reserves the right to terminate the contract and/or initiate the debarment process pursuant to Chapter 3-125, HAR, Legal and Contractual Remedies. In the event the DOE must terminate the contract, the DOE shall provide the Contractor a 30-days written notice of termination.

#### QUALITY

Products furnished under this IFB shall be new and of the best quality of its respective kind. Product shall be free from defects that may render it unfit to use. Damaged or rejected products must be immediately removed from the site and immediately replaced with products of the quality required by these specifications. The DOE also reserves the right to reject any product with a short expiration period. Products shall meet all applicable federal and state regulations.

Failure to immediately replace or to immediately remove any rejected product shall not relieve the Contractor from the responsibility imposed upon it by the award. No payment, whether partial or final, shall be construed to be an acceptance of unacceptable products.

The DOE may, at any time, at its sole discretion and by written order, stop the delivery of products not conforming to these specifications. Such stop order shall not relieve the Contractor of its obligation to complete its work within the award time limits, nor shall It in any way terminate, cancel, or abrogate the award or any part thereof.

#### **EXCEPTION FROM PRICE LIST**

If the price list product is not suited to a cafeteria's purpose, exception to purchase outside of this price list may be granted by the Procurement Office. To obtain approval, cafeterias must justify the exception on the DOE Form 5, *"Request Exception From Purchasing From Price List"* and fax to the DOE's Procurement Office. The approval must be obtained <u>prior</u> to purchase. The original Form 5 must be attached to payment documents.

#### INQUIRIES

Questions relating to this price list may be directed to Ms. Louise Yasuda, Procurement and Contracts Branch at telephone (808) 675-0130, fax (808) 675-0133 or via e-mail at: Louise\_Yasuda@notes.k12.hi.us

(indule Broom)

Department of Education Procurement Administrator

> DOE Price List No. E13-19 (Kauai) 7/1/2013-6/30/2014

# Disposable Food Service Products Effective July 1, 2013 to June 30, 2014 KAUAi

ltem No.	Description	Unit	Manufacturer/Brand Name & Product No.	Unit Price	Vendor
1	Bags, Freezer, Food Storage, 1- gallon, re-sealable, 100/pack	pack	Elkay F21012	\$ 4.220	Ventures Associates, Inc.
2	Bags, Freezer, Food Storage, 2- gallon, re-sealable, 100/pack	pack	Elkay F21315	\$ 7.060	Ventures Associates, Inc.
3	Bags, Freezer, Food Storage, Sandwich size, re-sealable, 1000/pack	pack	Elkay H07RC	\$ 14.200	Ventures Associates, Inc.
4	Containers, Food, Foam or Paper, 8 oz. capacity; 1000/case	case	Dart 8SJ20	\$ 46.750	Ventures Associates, Inc.
5	Containers, Food, Foam or Paper, 10-oz. capacity; 1000/case	case	Dart 10B20	\$ 49.150	Ventures Associates, Inc.
6	Containers, Food, Foam or Paper 12- oz. capacity; 500/case	case	Dart 12SJ20	\$ 30.100	Ventures Associates, Inc.
7	Containers, Food, Foam or Paper, 16-oz. capacity; 500/case	case	Dart 16MJ20	\$ 36.200	Ventures Associates, Inc.
8	Lids for 8-oz. bowls; translucent plastic 1000/case	case	Dart 20JL	\$ 21.350	Ventures Associates, Inc.
9	Lids for 16-oz. bowls; translucent plastic 500/case	case	Dart 32JL	° \$ 15.500	Ventures Associates, Inc.
10	Containers, Black Polypropylene Bowl 250/case	case	Anchor M5820B	\$ 33.180	Officemax, Inc.
11	Lid for 16 oz black polypropylene bowl 250/case	case	Anchor LH5800D	\$ 24.720	Officemax, Inc.
12	Containers, 3-comp. clear plastic - hinged snap-close lid, 250/case	case	Dart C90PST3	\$ 56.900	Ventures Associates, Inc.
13	Containers, 3-comp. polypropylene - hinged locking lid, not less than 100/case	case	KYD HF12381225	\$ 28.950	Officemax, Inc.
14	Containers, 1-comp. black, polypropylene - rectangular 16 oz capcity, 8/85"x6.41"x1.17", 250/case	case	Anchor M416B	\$ 35.000	Officemax, Inc.
15	Lid for 16 oz 1-comp. container 250/case	case	Anchor LC4LD	\$ 41.500	Officemax, Inc.
16	Bun Pan Cover, Bag - approximate size 27"x37", clear with twist tie, 200/case	case	Handgards 303679979	\$ 14.950	Ventures Associates, Inc.

ltem No.	Description	Unit	Manufacturer/Brand Name & Product No.	Unit Price	Vendor
17	Rack cover - approximate size 52"x80", clear with sealed top, 50/case	case	Handgards 303679971	\$ 15.450	Ventures Associates, Inc.
18	Cups, drinking, plasic, 9-oz, 2500/case	case	Fabrikal RK9	\$ 69.730	Officemax, Inc.
19	Cups, drinking, plastic, 12 oz. tall, 1000/case	case	Fabrikal RK12	\$ 33.170	Officemax, Inc.
20	Lids for 9-oz.cup, translucent plastic, 2500/case	case	Fabrikal LRK9	\$ 80.690	Officemax, Inc.
21	Lids for 12 oz cup, translucent plastic, 1000/case	case	Fabrikal LRK14/4KMVS	\$ 33.000	Officemax, Inc.
22	Cup, portion, 2-oz. capacity; 2,500/case	case	Solo B200N	\$ 26.810	Maui Chemical
23	Lids for 2-oz. cups; 2,500/case	case	Solo PL2	\$ 27.840	Maui Chemical
24	Cups, portion, 3-1/4 oz. capacity; 2,500/case	case	Solo P325	\$ 41.820	Maul Chemical
25	Lids for 3-1/4 oz. cups; 2,500/case	case	Solo PL4N	\$ 43.200	Maui Chemical
26	Cups, portion, 5-1/2 oz. capacity; 2,500/case	case	Solo UR55	\$ 53.490	Maui Chemical
27	Lids for 5-1/2 oz. cups; 2,500/case	case			
28	Cups, Souffle, paper-fluted sides, 5- 1/2 oz. cup, 5000/case	case	Solo 550	\$ 107.260	Maui Chemical
29	Forks; 1,000/case	case	Daxwell A10000825	\$ 13.060	Officemax, Inc.
30	Spoons; 1,000/case	case	Daxwell A10000840	\$ 13.060	Officemax, Inc.
31	Knives, 1,000/case	case	Poly King PTMWK10	\$ 8.560	Officemax, Inc.
32	Film, PVC, clear, dispenser roll, 12" x 2000', roll	roll	Anchor VW122	\$ 9.290	Officemax, Inc.
33	Film, PVC, clear, dispenser roll, 18" x 2000', roll	roll	Anchor VW182	\$ 13.080	Officemax, Inc.
34	Film, PVC, clear, dispenser roll, 24" x 2000', roll	roll	Anchor VW242	<b>\$</b> 17.420	Officemax, Inc.
35	Foil, aluminum, dispenser roll, Standard, 12" x 1000'	roll	Reynolds 611	<b>\$</b> 19.800	Ventures Associates, Inc.

ltem No.	Description	Unit	Manufacturer/Brand Name & Product No.	Unit Price	Vendor
36	Foil, aluminum, dispenser roll, Standard, 18" x 1000'	roll			
37	Foil, aluminum, dispenser roll, Heavy duty, 18" x 1000'	roll	HFA 11807	\$ 43.100	Ventures Associates, Inc.
38	Foil, aluminum, dispenser roll, Heavy duty, 24" x 1000'	roll	Reynolds 627	\$ 56.750	Ventures Associates, Inc.
39	Foil, aluminum, Standard sheets, 10- 3/4 x 12", 500/sheets/box, 6 boxes/case	case	Reynolds 721	\$ 56.400	Ventures Associates, Inc.
40	Pan Liner, bakery sheet, Quilon, regular treated, greaseproof, 1000/case	case	McNairn 290001	\$ 32.600	Ventures Associates, Inc.
41	Pan Liner, High Heat, Nylon liner, 100 1/2"x28 1/2", useable to 400º F	case	Handgards 304985056	\$ 35.450	Ventures Associates, Inc.
42	Napkins, paper dispenser type, Tall fold; approximate dimensions: 7"x13- 1/2" open, 3-1/2"x6-3/4" folded, 10,000/case	case	Paper Source Mfg ST713	\$ 35.250	Officemax, Inc.
43	Napkins, paper, dispenser type, Interfolder, approximate 8.4"x6.5" open, 875 sheets/pack, 5250 sheets/case	case	KC 98908	\$ 45.500	Ventures Associates, Inc.
44	Trays, Food, paper-glazed or coated interior, 1 lb. Capacity; 1,000/case	case	Dixie / RP1008	<b>\$</b> 19.550	Jimmy Sales
45	Tray, Food, paper-glazed or coated interior, 2 lb. Capacity; 1,000/case	case	Dixie / RP2008	<b>\$</b> 21.850	Jimmy Sales
46	Trays, Food, paper-glazed or coated interior, 3 lb. Capacity; 500/case	case	Dixie / RP3008	\$ 16.950	Jimmy Sales
47	Trays, 3-compartments, Paper; 500/case	case	Huhtamaki 22023	\$ 51.250	Ventures Associates, Inc.
48	Trays, 5-compartments, Paper; 500/case, 8 1/2" x <b>12 1/2"</b> x 5/8"	case	Huhtamaki 22028	<b>\$</b> 65.350	Maui Chemical
48a	Trays, 5-compartments, Paper; 500/case, 8 1/2" x <b>10 1/2"</b> x 5/8"	case	Huhtamaki 22025	\$ 48.450	Ventures Associates, Inc.
49	Trays, 5-compartments Foam; 500/case	case			

ltern No.	Description	Unit	Manufacturer/Brand Name & Product No.	Unit Price	Vendor
50	Bouffant; 21" diameter, non-woven polypropylene, 1,000/case	case	Poly King 20211	\$ 26.180	Officemax, Inc.
51	Gloves, polyethylene, Small; 100/box	box			
52	Gloved, polyethylene, Medium; 100/box	box	Poly King 1527	<b>\$</b> 1.220	Officemax, Inc.
53	Gloves, polyethylene, Large; 100/box	box	Poly King 1526	<b>\$</b> 1.220	Officemax, Inc.
54	Gloves, vinyl, Small; 100/box	box	Foodhandler 102-202	<b>\$</b> 2.450	Maui Chemical
55	Gloves, vinyl, Medium; 100/box	box	Foodhandler 102-204	\$ 2.450	Maul Chemical
56	Gloves, vinyl, Large; 100/box	box	Foodhandler 102-206	\$ 2.450	Maui Chemical
57	Gloves, vinyl, X-large; 100/box	box	Foodhandler 102-208	\$ 2.450	Maui Chemical