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# STATE OF HAWAII
## STATE PROCUREMENT OFFICE

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Feb 26, 2018

TO: Executive Departments/Agencies
*Excluding the following:*
*Hawaii Health Systems Corporation (and its Regional System Boards and Hospitals)*
*Office of Hawaiian Affairs*
*University of Hawaii*

FROM: Sarah Allen, Administrator

SUBJECT: **New DOE Price List Contract**
DOE Price List Contract No. E18-04
**PAINT AND COATING PRODUCTS - OAHU**
Contract Term: March 1, 2018 to February 28, 2019

The Department of Education issued a new DOE Price List Contract No. E18-04 effective March 1, 2018 for the island of Oahu only. This DOE Price List Contract replaces DOE Price List Contract No. E15-15. The awarded contractor, PPG Architectural Finishes, Inc. was awarded for the following categories. Interior Semi-Gloss Paint, Exterior Acrylic Semi-Gloss Paint, Interior/Exterior Primer, and Non-Skid Coating.

Vendor Information, Bid Prices, State's Commitment, Ordering Procedures, Delivery, Failure to Deliver, Product Quality, Payment, Vendor Evaluation, and Inquires are explained on the HIDOE Price List No. E18-04 on pages 1 to 3. Pricing for paint and coating products are listed on page 4.

**PARTICIPATING JURISDICTIONS** may purchase from this DOE price list contract under the terms of the cooperative agreement between the State Procurement Office (SPO) and the Department of Education (DOE).

> Executive Departments/Agencies are not required but may purchase from this price list contract, and requests for exception from the contract are not required. Executive Departments/Agencies are allowed to purchase from other contractors; however, HRS chapter 103D and the procurement rules apply to purchases by 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 Executive Department/Agencies.

**COMPLIANCE.** Prior to awarding this contract, the DOE verified compliance of the Contractor(s) named in the DOE Price List Contract No. E18-04. *No further compliance verification is required prior to issuing a contract, purchase order, or pCard payment when utilizing this contract.*

The current contract is available on the SPO website: http://spo.hawaii.gov. Click on *Price & Vendor List Contracts* at the home page.

If you have any questions, please contact Stanton Mato at (808) 586-0566, or stanton.d.mato@hawaii.gov.

**STATE OF HAWAII**
**DEPARTMENT OF EDUCATION**
**PROCUREMENT AND CONTRACTS BRANCH**

**HIDOE Price List No. E18-04 (Oahu only)**

# PAINT AND COATING PRODUCTS

**March 1, 2018 to February 28, 2019**
(IFB No. D18-052)

Orders shall be placed with the following company:

| Vendor | HIDOE Vendor Code | Contact Information |
|---|---|---|
| PPG Architectural Finishes, Inc.<br>2312 Kamehameha Hwy.<br>Honolulu, Hawaii 95819 | 124327 | Phone: (808) 285-1144<br>Fax: (808) 847-0093l<br><br>Email: Haitsuka@ppg.com |

## BID PRICES

Unit bid prices shall be FOB destination and shall include labor, equipment, materials, shipping, transportation, overhead, profit, insurance, warranty, any reimbursement costs, all applicable taxes, including the GET and applicable use tax, manufacturer and freight costs, and any and all other incidental and operational expenses incurred in the performance of all obligations hereunder. Prices shall be the all-inclusive cost to the STATE and no other charges will be honored.

## STATE'S COMMITMENT

The following department is **mandated** to purchase products from this price list:

| Department/Agency | Point of Contact | Phone / Fax |
|---|---|---|
| Hawaii Department of Education (HIDOE)<br>Facilities Maintenance Branch | Bryan Kawasaki | 831-7950<br>831-7960 |

All agencies of the following department are **able (optional)** to purchase products from this price list:

| Department/Agency | Point of Contact | Phone / Fax |
|---|---|---|
| Executive Branch Agencies<br>(Excludes OHA, HHSC, and their Regional System Boards and Hospitals) | Stanton Mato | 586-0566<br>586-0570 |

## ORDERING PROCEDURES

During the contract period, agencies shall issue purchase orders for the exact quantities of each item required. The exact delivery address must be provided on the purchase order. **"HIDOE Price List No. E18-04"** shall be noted on orders and invoices issued against this price list. The CONTRACTOR shall honor all orders received during the contract period, and shall deliver items according to the price list terms and within the required delivery time.

**DELIVERY**

Deliveries shall be made to the individual locations designated on the purchase order. CONTRACTOR is required to deliver all items outstanding at the end of the contract period if order was received during the contract period.

Orders of greater than fifty (50) gallons shall be delivered within two (2) working days following receipt of orders.

**FAILURE TO DELIVER**

CONTRACTOR shall be obliged to deliver products in accordance with terms and conditions specified herein. If the CONTRACTOR is unable to deliver products under this contract, it shall be the CONTRACTOR's responsibility to obtain an acceptable substitute at the contracted price. In the event the CONTRACTOR consistently needs to substitute or refuses to substitute products, the HIDOE reserves the right to terminate the contract and or to initiate the debarment process pursuant to Chapter 3-126, Legal and Contractual Remedies, Hawaii Administrative Rules.

If an item is backordered or cannot be delivered within the required time frame for any reason, it shall be the CONTRACTOR's responsibility to notify the affected State agency of the backorder or delayed delivery status. Notification shall be made within twenty-four (24) hours of receipt of order. At that time, the affected State agency shall have the option to cancel the order and obtain similar products from another source.

**PRODUCT QUALITY**

Products furnished under this Price List 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 shall be immediately removed from the site and replaced with products of the quality required by these specifications. Replacement of damaged or rejected products must be completed within seven (7) calendar days from the date of non-acceptance or rejection of product. Delivery beyond the seven (7) calendar days for replacement of damaged or rejected products may be allowed upon approval from the ordering entity. Products shall meet all applicable federal and state regulations.

Failure to replace or to 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.

**PAYMENT**

Section 103-10, HRS, provides that the STATE shall have thirty (30) calendar days after receipt of an accepted invoice or satisfactory delivery of goods or performance of the services, to make payment.

**VENDOR EVALUATION**

Evaluation Form (HIDOE Form 12 or SPO Form 12), is made available to purchasers for the purpose of addressing their concerns related to this Price List.

**EXCEPTION FROM PRICE LIST (HIDOE Only)**

If the price list item is not suited to the HIDOE office's purpose, exception to purchase outside of this price list may be granted by HIDOE Procurement & Contracts Branch.

To obtain approval, the HIDOE office must justify the exception on the HIDOE Form 5, *"Request Exception From Purchasing From Price List"* and fax to the HIDOE's Procurement & Contracts Branch

Office. The approval must be obtained prior to purchase. The original Form 5 must be attached to payment documents.

**INQUIRIES**

Questions relating to this price list may be directed to Lono Beamer, Procurement and Contracts Branch, at telephone (808) 675-0130, fax (808) 675-0133 or via e-mail at lono_beamer@notes.k12.hi.us

Department of Education
Procurement and Contracts Branch

| Item No. | Description **(Group A. Paint and Primer)** | Manufacturer or Brand Name & Product No. | Unit of Order | Unit Bid Price** | Vendor |
|---|---|---|---|---|---|
| 1. | **INTERIOR SEMI-GLOSS PAINT** | - | - | - | - |
| | **a. LIGHT** Colors (Ex. ceiling white, cialo blanco, yellow, and navajo white*) | PPG 1416 Ultrahide 150 | 1 Gallon | $ 15.19 | PPG Architectural Finishes, Inc. |
| | **b. LIGHT** Colors (Ex. ceiling white, cialo blanco, yellow, and navajo white*) | PPG 1416 Ultrahide 150 | 5 Gallons | $ 70.95 | PPG Architectural Finishes, Inc. |
| | **c. DARK** Colors (Ex. Blue, Royal Blue, Red, Green, Brown, and Purple*) | PPG 1416 Ultrahide 150 | 5 Gallons | $ 70.95 | PPG Architectural Finishes, Inc. |
| 2. | **EXTERIOR ACRYLIC SEMI-GLOSS PAINT** | - | - | - | |
| | **a. LIGHT** Colors (Ex. ceiling white, cialo blanco, yellow, and navajo white*) | PPG 1416 Ultrahide 150 | 1 Gallon | $ 22.41 | PPG Architectural Finishes, Inc. |
| | **b. LIGHT** Colors (Ex. ceiling white, cialo blanco, yellow, and navajo white*) | PPG 1416 Ultrahide 150 | 5 Gallons | $ 107.05 | PPG Architectural Finishes, Inc. |
| | **c. DARK** Colors (Ex. Blue, Royal Blue, Red, Green, Brown, and Purple*) | PPG 1416 Ultrahide 150 | 1 Gallon | $ 22.41 | PPG Architectural Finishes, Inc. |
| | **d. DARK** Colors (Ex. Blue, Royal Blue, Red, Green, Brown, and Purple*) | PPG 1416 Ultrahide 150 | 5 Gallons | $ 107.05 | PPG Architectural Finishes, Inc. |
| 3. | **INTERIOR/EXTERIOR PRIMER** Water Based, Multiple Surface (Colors = Green, Blue, Red, Yellow, and Brown*) | PPG17-921 Seal Grip | 5 Gallons | $ 94.45 | PPG Architectural Finishes, Inc. |
| Item No. | Description **(Group B. Non-Skid Coating)** | Manufacturer or Brand Name & Product No. | Unit of Order | Unit Bid Price** | Vendor |
| 4. | **NON-SKID COATING** Water Based Acrylic with Epoxy Additive (Colors = Gray, Black, Red and Yellow*) | AS-75 Safety | 5 Gallons | $ 201.60 | PPG Architectural Finishes, Inc. |

***Including but not limited to**

****Unit Bid Price shall include all tinting charges to color match as directed by ordering agency**