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**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

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June 14, 2024

TO: Executive Departments/Agencies
Excludes Department of Education (and its Charter Schools), Hawaii Health Systems Corporation, Office of Hawaiian Affairs, and the University of Hawaii

FROM: Bonnie Kahakui, Administrator *Bonnie A Kahakui*

SUBJECT: **Change No. 4**
DOE Price List Contract No. E21-25 (Oahu)
DELIVERY AND REMOVAL SERVICES OF OPEN TOP ROLL-OFF BINS FOR VARIOUS SCHOOLS AND FACILITIES ON THE ISLAND OF OAHU
Contract Term: July 1, 2024 to June 30, 2025
IFB D21-074

The following changes have been made to the price list contract.

1. The price list contract is extended to June 30, 2025.
2. The Vendor Compliance (Tax Clearance) language for DOE is revised.

Note: SPO Change No. 1 updated the contact information for executive branch. SPO Change No. 2 extended the contract to June 30, 2023. SPO Change No. 3 extended the contract to June 30, 2024. Therefore, this is SPO Change No. 4.

Attached is the Department of Education (DOE) Price List Contract No. E21-25 Oahu, Change No. 3 covering Delivery and Removal Services of Open Top Roll-Off Bins on Oahu effective July 1, 2024. The awarded contractor is listed below:

West Oahu Aggregate Co., Inc.

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

DOE PL No. E21-25 (Oahu)

contract or to solicit pricing from other sources is at the discretion of the Executive Department/Agencies.

VENDOR CODES. Do not use the DOE Vendor Codes provided on the Price List Contract. Executive Departments/Agencies are responsible to obtain 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. Departments/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.

COMPLIANCE PURSUANT TO HRS §103D-310(c). Prior to awarding this contract, the DOE verified compliance of the Contractor(s) named in the DOE Price List Contract No. E21-25. *No further compliance verification is required prior to issuing a contract or purchase order when utilizing this contract.*

PURCHASING CARD (pCard). The State of Hawaii Purchasing Card (pCard) is required to be used by the Executive department/agencies, excluding the DOE, HHSC, OHA, and UH for orders totaling less than \$2,500. For purchases of \$2,500 or more, agencies may use the pCard, subject to its credit limit, or issue a purchase order.

Note: Vendors may impose a transaction fee, not to exceed 4%, for pCard transactions.

PURCHASE ORDERS may be issued for purchases of \$2,500 or more and for vendors who either do not accept the pCard, or set minimum order requirements before accepting the pCard.

COMPLIANCE PURSUANT TO HRS §103-53. All state and county contracting officers or agents shall withhold final payment of a contract until the receipt of tax clearances from the director of taxation and the Internal Revenue Service. This section does not apply to contracts of less than \$25,000.

DOE PRICE LIST CONTRACT NO. E21-25 shall be typed on purchase orders issued against this price list contract. For pCard purchases, the DOE Price List Contract No. E21-25 shall be notated on the appropriate transaction document.

VENDOR AND PRODUCT EVALUATION. Form SPO-012, to address concerns about this vendor list contract, is available to agencies at the SPO website: <http://spo.hawaii.gov>. Click on *Forms* on the home page. Submit all evaluation forms to careyann.r.sasaki@hawaii.gov. Include the DOE Price List Contract Number in the Description field of Form SPO-012.

PRICE OR VENDOR LIST CONTRACT AVAILABLE ON THE INTERNET at the SPO website: <http://spo.hawaii.gov>. Click on *Price & Vendor List Contracts* on the home page.

If you have any questions, please contact Carey Ann Sasaki at (808) 586-0575 or email careyann.r.sasaki@hawaii.gov.

HAWAII STATE HAWAII DEPARTMENT OF EDUCATION
PROCUREMENT AND CONTRACTS BRANCH

Change No. 3
Hawaii State Department of Education Price List No. E21-25 (Oahu)
Extension No. 3: July 1, 2024 – June 30, 2025

**DELIVERY AND REMOVAL SERVICES OF OPEN TOP ROLL-OFF BINS
FOR VARIOUS SCHOOLS AND FACILITIES ON THE ISLAND OF OAHU**
(IFB D21-074)
(Replaces Prior Price List No. E20-01)

Effective June 10, 2024, the following change is hereby made:

- Revise the Vendor Compliance (Tax Clearance) clause (clause shown in **blue bold**).

Effective July 1, 2024, the following change is hereby made:

- This Price List covered the prior from July 1, 2021 to June 30, 2024.
This Price List will be extended under the same terms and conditions for the period July 1, 2024 to June 30, 2025.

REFER TO ATTACHMENT A FOR SPECIFICATIONS AND PRICING.

Orders shall be placed with the following company:

Vendor	DOE Vendor Code	Primary Contact	Contact Information
West Oahu Aggregate Co., Inc. 855 Umi Street Honolulu, HI 96819	140666	Robb Kobayashi	Ofc: (808) 847-7780 Cell: (808) 566-8304 Fax: (808) 847-7782 r.kobayashi@westoahuagg.com

BID PRICES

The Per Bin Bid Price shall include all costs for labor, equipment, materials, transportation, overhead, profit, mileage, supervision, all applicable taxes, all applicable recycling fund and solid waste management surcharges, any reimbursement costs, and any other incidental and operational expenses incurred in the performance of all obligations hereunder. The Per Bin Bid Price shall be the all-inclusive cost to the STATE; no other charges will be honored.

STATE'S COMMITMENT

All STATE, Department of Education Schools and Facilities are mandated to purchase from price lists issued by the STATE, Department of Education, Procurement and Contracts Branch (PCB). The Executive Branch under the jurisdiction of the State Procurement Office may, but is not required to, utilize this price list.

EXCEPTION FROM PRICE LIST

For Department of Education schools and facilities, if the price list item is not suited to a school/facilities purpose, exception to purchase outside of this price list may be granted by the STATE, Department of Education, Procurement and Contracts Branch.

For Department of Education schools and facilities, to obtain approval, schools/facilities must justify the exception on the DOE Form 5, *“Request Exception From Purchasing From Price List”* and fax to the Procurement and Contract Branch. The approval must be obtained prior to purchase. The original Form 5 must be attached to payment documents.

ORDERING PROCEDURES

When using this Price List, Schools and Facilities are requested to include **“HIDOE Price List No. PL E21-25”** on all orders and invoices. Schools and Facilities may hold the bins for approximately ten (10) calendar days.

During the award period, orders will be submitted/emailed to the CONTRACTOR(s) by the individual schools/facilities as bins are required. Each school/facility will issue their own purchase order as bins are needed. The CONTRACTOR(s) shall honor all orders received during the award period, and shall deliver items according to the price list terms and within the required delivery time.

FAILURE TO DELIVER

CONTRACTOR shall be obliged to deliver products in accordance with terms and conditions specified herein. If a 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 a CONTRACTOR consistently needs to substitute or refuses to substitute products, the STATE 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 cannot be delivered within the required time frame for any reason, it shall be the CONTRACTOR's responsibility to notify the state agency of the delayed delivery status. Notification shall be made within twenty-four (24) hours of receipt of order. At the time, the state agency shall have the option to cancel the order and obtain similar products from another source.

INVOICING

CONTRACTOR shall forward an **original** and one (1) copy of the invoice directly to the school or facility designated on the purchase order.

The invoice shall reference the Price List number and shall include the dates of service, number and size of bins serviced, and total price. Invoices shall be submitted after the bin is picked up to allow for the bin to be weighed and checked for any unallowable items.

PAYMENT

Prior to Issuing a Purchase Order: Department schools and offices are not required to obtain the compliance documents as issued through the online system, Hawaii Compliance Express, prior to issuing a purchase order against this Price List/Vendor List (pursuant to HRS §103D-310(c).

Final Payment: Department school and offices shall withhold final payment of a contract (purchase) until the receipt of tax clearances from the director of taxation and the Internal

Revenue Service. This section does not apply to contracts (purchases) less than \$25,000 (pursuant to HRS §103-53). In lieu of the tax clearance certificate, a Certificate of Vendor Compliance (not over 2 months old) issued through the online system, Hawaii Compliance Express, is acceptable for purposes of final payment.

VENDOR COMPLIANCE (TAX CLEARANCE)

Department of Education schools and offices are not required to obtain the compliance documents (including a tax clearance certificate) when issuing final payment.

INQUIRIES

For Department of Education Programmatic inquiries, please contact Ryan Ichimura, Facilities Maintenance Branch, at (808) 831-7950 or ryan.ichimura@k12.hi.us.

For Department of Education Procurement inquiries, please contact Wendy Ebisui, Procurement and Contracts Branch, at telephone (808) 675-0130, fax (808) 675-0133 or via e-mail at wendy.ebisui@k12.hi.us.

For Executive Agencies under the jurisdiction of the State Procurement Office, please contact Carey Ann Sasaki, at telephone (808) 586-0575 or email at careyann.r.sasaki@hawaii.gov.



Hawaii State Department of Education
Procurement and Contracts Branch

ATTACHMENT A SPECIFICATIONS

1. SCOPE

CONTRACTOR shall provide delivery and removal service of various sizes of open top roll-off bins for the State of Hawaii, Department of Education at various schools and facilities on Oahu (Honolulu, Central, Leeward, and Windward districts) as well as various facilities included under the jurisdiction of the State Procurement Office. Exhibit B lists potential State of Hawaii, Department of Education School/Facility locations; locations listed are not guaranteed locations and the list is not all inclusive. Services to be provided shall include all labor, supervision, vehicles, equipment, bins, materials, parts, tools, transportation, mileage, and any other services necessary to collect and dispose of construction and debris and/or greenwaste in accordance within this agreement.

Services are for collection and disposal services of school and facilities-generated unwanted material, construction waste material, and greenwaste. Co-mingling of regular trash and recyclables will not be allowed.

The following will not be allowed in the Construction and Debris bin:

- Carpeting
- Mattresses
- Appliances, i.e. refrigerators, AC units, washing machines, dryers, freezers, water heaters, etc.
- Paper and Cardboard (recyclable shall be disposed into the recycle bin)
- Car parts, i.e. car batteries, engines, car and truck tires, car parts, etc.
- Soil without proper documents
- E-waste, i.e. computers, copy machine, fax machine, printers, etc.
- Hazardous waste, i.e. containers with paint, gas, chemicals, etc.

In the event the above non-conforming materials are found in a bin, the CONTRACTOR may decline service and shall immediately notify the School/Facility using one of the following methods that documents proof of the non-conforming items:

- via email with photos (full color digital image with date and time taken and resolution of about 72 pixels/inch); or
- via a full color printed hard copy page (approximately 8" x 11" with date and time taken from a camera with about six (6) megapixels resolution).

2. BIN DELIVERY / PICKUP

Bin Delivery. The School/Facility will notify the CONTRACTOR by email or telephone to schedule the delivery on the requested delivery date, or an agreed upon delivery date, to the designated address and location. If delivery has been scheduled via email, CONTRACTOR shall "reply-all" (to include all recipients) to the email to confirm the delivery has been scheduled. If delivery has been scheduled via telephone, CONTRACTOR shall confirm the delivery date in an email to the School/Facility.

Bin Pickup. The School/Facility will notify the CONTRACTOR by email or telephone to schedule the pickup on the requested pickup date, or an agreed upon pickup date, from the designated address and location. If pickup has been scheduled via email, CONTRACTOR shall "reply-all" (to include all recipients) to the email to confirm the pickup has been scheduled. If pickup has been scheduled via telephone, CONTRACTOR shall confirm the pickup date in an email to the School/Facility.

Emergency Calls. The CONTRACTOR shall make unscheduled delivery and removal of bins upon request by the School/Facility. These emergency calls shall be completed within twenty-four (24) hours after notification. The bin cost for emergency bins will be used as the basis for the emergency call charge.

3. DUMP FEE

Dump Fee Per Bin shall be based on the following:

- o Construction and Debris: 5 tons
- o Greenwaste: 4 tons

Should a bin exceed the tonnage specified above, bin may be subject to overweight charges, not to exceed the overweight charges determined by the dumping facility. For overweight bins, if any, CONTRACTOR shall provide the transaction receipt from the dumping facility that includes the weight of the bin and the overweight charges. Dumping Facility Transaction receipt for overweight bin(s) shall be provided to the School/Facility within five (5) business days of bin pick up. The School/Facility will be responsible for paying the overweight charges.

4. EQUIPMENT

Vehicles and equipment used by CONTRACTOR to collect and remove the construction and debris and greenwaste shall, at all times, be clean and well maintained, both mechanically and in appearance.

5. REPORTS

CONTRACTOR shall furnish an inventory of the open top roll-off bins that are currently in use at schools/facilities, including DAGS buildings, within three (3) business days upon STATE request. The report shall include each bin's identification number (i.e., BN-0001) and location.

6. SAFETY PRECAUTIONS

The CONTRACTOR shall perform the work in a safe and cautious manner, since work is usually performed during school/office hours with the work site being accessible to students, school staff, and/or state personnel. The CONTRACTOR shall comply with all applicable safety regulations issued by: Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), and other governmental agencies.

The CONTRACTOR shall exercise caution during the execution of work to prevent damage to any of the buildings, structures, or landscaping. CONTRACTOR shall restore all damages caused by the CONTRACTOR's negligence at the CONTRACTOR's own expense when requested by the STATE. The STATE reserves the right to repair any damage caused by the CONTRACTOR's negligence in the event that the CONTRACTOR fails to repair any damage within a timely manner. Any repairs made by the STATE due to the CONTRACTOR's negligence will be charged to the CONTRACTOR.

7. SECURITY REQUIREMENTS

The CONTRACTOR must be aware of the heightened security conditions at all STATE facilities under this contract. The CONTRACTOR must be aware of and must report to the applicable POC and the School/Facility any suspicious activity or obvious breach of security in relation to or during the course of their work at any of the STATE facilities. The report must contain as much detailed information as possible. The CONTRACTOR must keep their work areas closed and secure, before, during, and after performing work; any doors/gates left open and unsecured may be liable for security breaches.

The STATE reserves the right to request that background security checks be provided when requested for each employee assigned to service this contract. Any employee found to have a history of sexual abuse, drug abuse, or felony conviction shall not be allowed on school premises or to perform the work under this contract.

The CONTRACTOR's vehicles and personnel shall be properly identified with the CONTRACTOR's name, through company signage/logos, uniforms, name tags or identification cards as appropriate to comply with this requirement.

PRICING

Item No.	Bin Size	Bid Price Per Bin	Dump Fee Per Bin*
GROUP A: OPEN TOP ROLL-OFF BINS – CONSTRUCTION & DEBRIS			
1	10 yards	\$270.93	\$418.85
2	15 yards	\$278.73	\$418.85
3	20 yards	\$291.99	\$418.85
4	30 yards	\$327.98	\$418.85
5	40 yards	\$356.84	\$418.85
GROUP B: OPEN TOP ROLL-OFF BINS – GREENWASTE			
6	10 yards	\$270.93	\$52.36
7	15 yards	\$278.73	\$52.36
8	20 yards	\$291.99	\$52.36
9	30 yards	\$327.98	\$52.36
10	40 yards	\$356.84	\$52.36
EMERGENCY OPEN TOP ROLL-OFF BINS – CONSTRUCTION & DEBRIS			
1	10 yards	\$270.93	\$418.85
2	15 yards	\$278.73	\$418.85
3	20 yards	\$291.99	\$418.85
4	30 yards	\$327.98	\$418.85
5	40 yards	\$356.84	\$418.85
EMERGENCY OPEN TOP ROLL-OFF BINS - GREENWASTE			
6	10 yards	\$270.93	\$52.36
7	15 yards	\$278.73	\$52.36
8	20 yards	\$291.99	\$52.36
9	30 yards	\$327.98	\$52.36
10	40 yards	\$356.84	\$52.36

*Refer to HIDEOE Price List No. E21-25, Attachment A: Specifications, No. 3, Dump Fees for more information.