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**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

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March 03, 2017

TO: Executive Departments/Agencies City and County of Honolulu
Department of Education Honolulu City Council
(Excludes Charter Schools) Honolulu Board of Water Supply
Hawaii Health Systems Corporation Honolulu Authority for Rapid Transportation
Office of Hawaiian Affairs County of Hawaii
University of Hawaii Hawaii County Council
House of Representatives County of Hawaii – Department of Water Supply
Senate County of Maui
Judiciary Maui County Council
County of Maui – Department of Water Supply
County of Kauai
Kauai County Council
County of Kauai – Department of Water

FROM: Sarah Allen, Administrator 

SUBJECT: **New Price List Contract**
SPO Price List Contract No. 17-10
NASPO VALUEPOINT FIRE TRUCKS AND FIRE APPARATUS
Expires: August 31, 2019
RFP Solicitation Number 3120000620

This is a new State Procurement Office (SPO) Price List for NASPO ValuePoint Fire Trucks and Fire Apparatus effective March 3, 2017.

The authorized vendors listed in the price list contract are Deep South Fire Trucks, Inc. and Rosenbauer South Dakota, LLC. Additional vendors will be added to this price list contract when they sign a Participating Addendum with the State of Hawaii.

This contract is available on the SPO website: <http://spo.hawaii.gov>. Click on *Price & Vendor Lists Contracts* at the home page.

If you have any questions, please contact Shannon Ota at (808) 586-0563 or shannon.j.ota@hawaii.gov.

**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

**SPO Price List Contract No. 17-10
Effective 03/03/2017**

**NASPO VALUEPOINT
FIRE TRUCKS AND FIRE APPARTUS**

(NASPO ValuePoint Master Agreement No. 8200025803 – Deep South Fire Trucks, Inc.)
(NASPO ValuePoint Master Agreement No. 8200028187 – Rosenbauer South Dakota, LLC)
March 03, 2017 to August 31, 2019

INFORMATION ON NASPO VALUEPOINT

The NASPO ValuePoint Cooperative Purchasing Organization is a multi-state contracting consortium of state governments, including local governments, of which the State of Hawaii is a member. The NASPO ValuePoint Purchasing Organization seeks to achieve price discounts by combining the requirements of multi-state governmental agencies, and cost-effective and efficient acquisition of quality products and services.

The State of Mississippi is the current lead agency and contract administrator for the NASPO ValuePoint Fire Trucks and Fire Apparatus contract. A request for competitive sealed proposals was issued on behalf of NASPO ValuePoint Cooperative Purchasing Organization, LLC and contracts were awarded to seven qualified Contractors. The State of Hawaii has signed a Participating Addendum with two Contractors.

The purpose of this contract is for qualified Contractors to provide firefighting vehicles meeting at a minimum the specification requirements as set forth for Fire Apparatus. All firefighting vehicles must be in compliance with all State and Federal DOT requirements for the State in which the vehicle is being deliver, including but not limited to the following:

- NFPA 1901 – Standard for Automotive Fire Apparatus – 2016 edition
- NFPA 1906 – Standard for Wildland Fire Apparatus – 2016 edition
- All State and Federal DOT requirements for fire apparatus and commercial vehicles and
- Federal Motor Vehicle Safety Standards (FMVSS)

For additional information on this contract, visit the NASPO ValuePoint website at www.naspovaluepoint.com.



PARTICIPATING JURISDICTIONS listed below have signed a memorandum of agreement with the SPO and are authorized to utilize this vendor list contract.

Executive Departments/Agencies	City and County of Honolulu (C&C Honolulu)
Department of Education (DOE)	Honolulu City Council
(Excludes Charter Schools)	Honolulu Board of Water Supply
Hawaii Health Systems Corporation (HHSC)	Honolulu Authority for Rapid Transportation (HART)
Office of Hawaiian Affairs (OHA)	County of Hawaii
University of Hawaii (UH)	Hawaii County Council
House of Representatives (House)	County of Hawaii – Department of Water Supply
Senate	County of Maui
Judiciary	Maui County Council
	County of Maui – Department of Water Supply
	County of Kauai
	Kauai County Council
	County of Kauai – Department of Water

The participating jurisdictions are not required, but may purchase from this vendor list contract, and requests for exception from the contract are not required. Participating jurisdictions are allowed to purchase from other contractors, however, HRS chapter 103D and the procurement rules apply to purchases using the applicable procurement method and its procedures, such as small purchases or competitive sealed bidding. The decision to use this contract or to solicit pricing from other sources will be at the discretion of the participating jurisdiction.

POINTS OF CONTACT. Questions regarding the products listed, ordering, pricing, and status should be directed to the Contractor(s).

Procurement questions or concerns may be directed as follows:

Jurisdiction	Name	Phone	FAX	E-mail
Executive	Shannon Ota	586-0563	586-0570	shannon.j.ota@hawaii.gov
DOE (Excludes Charter Schools)	Procurement Staff	675-0130	675-0133	DOEProcure@notes.k12.hi.us
HHSC	Joe Evanoff	733-4168	733-4460	jevanoff@hhsc.org
OHA	Phyllis Ono-Evangelista	594-1833	594-1865	phylliso@oha.org
UH	Matthew Chow (Primary) Karlee Hisashima	956-2765 956-8687	956-2096 956-2093	chowmatt@hawaii.edu karlee@hawaii.edu
House	Brian Takeshita	586-6423	586-6401	takeshita@capitol.hawaii.gov
Senate	Carol Taniguchi	586-6720	586-6719	c.taniguchi@capitol.hawaii.gov
Judiciary	Tritia Cruz	538-5805	538-5802	tritia.l.cruz@courts.hawaii.gov
C&C of Honolulu	Procurement Specialist	768-5535	768-3299	bfspurchasing@honolulu.gov

Jurisdiction	Name	Phone	FAX	E-mail
Honolulu City Council	Heather Murakami	768-5084	768-1363	hmurakami@honolulu.gov
Honolulu Board of Water Supply	Vicki Kitajima	748-5151	550-9193	vkitajima@hbws.org
HART	Nicole Chapman	768-6135	768-5110	nchapman@honolulu.gov
County of Hawaii	Jeffrey Dansdill	961-8440	961-8248	jdansdill@co.hawaii.hi.us
Hawaii County Council	Jeffrey Dansdill	961-8440	961-8248	jdansdill@co.hawaii.hi.us
County of Hawaii- Department of Water Supply	Ka'iulani Matsumoto	961-8050 ext. 224	961-8657	kmatsumoto@hawaiidws.org
County of Maui	Greg King	249-2403	249-0839	greg.king@co.maui.hi.us
Maui County Council	Ross Izumigawa	270-7661	270-7686	ross.izumigawa@mauicounty.us
County of Maui- Department of Water Supply	Kenneth L. Bissen Holly Perdido	270-7684 270-7684	270-7136 270-7136	ken.bissen@co.maui.hi.us holly.perdido@co.maui.hi.us
County of Kauai	Ernest Barreira	241-4295	241-6297	ebarreira@kauai.gov
Kauai County Council	Lisa Ishibashi Scott Sato	241-4820 241-4810	241-6349 241-6349	lishibashi@kauai.gov ssato@kauai.gov
County of Kauai- Department of Water	Fay Tateishi	245-5423	245-5813	ftateishi@kauaiwater.org

USE OF THIS LIST CONTRACT BY NONPROFIT ORGANIZATIONS. Pursuant to HRS §103D-804, nonprofit organizations with current purchase of service contracts (HRS chapter 103F) have been invited to participate in the SPO price and vendor list contracts.

A listing of these nonprofit organizations is available at the SPO website: <http://spo.hawaii.gov>. Click on *For Vendors > Non-Profits > Cooperative Purchasing Program > View the list of qualifying nonprofits eligible to participate in cooperative purchasing.*

If a nonprofit wishes to purchase from an SPO price or vendor list contract, the nonprofit must obtain approval from each Contractor (participation must be mutually agreed upon, for example). A Contractor may choose to deny participation by a nonprofit. However, if a nonprofit and Contractor mutually agree to this arrangement, it is understood that the nonprofit will retain its right to purchase from other than an SPO price list contract vendor(s).

VENDORS. The following vendors are authorized to provide Fire Trucks and Fire Apparatus. They have signed a Master Agreement with the State of Mississippi and a Participating Addendum with the Hawaii State Procurement Office.

Deep South Fire Trucks, Inc.
Rosenbauer South Dakota, LLC

CONTRACT TERM. The initial term of the Master Agreement is for three (3) years, through August 31, 2019 with the option to renew for two (2) additional one (1) year term(s) or portions thereof.

VENDOR CODES for annotation on purchase orders are obtainable from the *Alphabetical Vendor Edit Table* 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.

COMPLIANCE PURSUANT TO HRS §103D-310(c). Prior to awarding this contract, the SPO verified compliance of the Contractor(s) named in the SPO Price List Contract No. 17-10. *No further compliance verification is required prior to issuing a contract, purchase order, or pCard payment 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.

PURCHASE ORDERS may be issued for purchases of \$2,500 or more and for vendors who either do not accept the pCard, set minimum order requirements before accepting the pCard for payment, or who charge its customers a transaction fee for the usage.

SPO PL Contract No. 17-10 AND MASTER AGREEMENT NO. 8200025803 (Deep South Fire Trucks, Inc.) or 8200028187 (Rosenbauer South Dakota, LLC) will be typed on purchase orders issued against this vendor list contract. For pCard purchases, the SPO PL Contract No. 17-10 and Master Agreement No. 8200025803 (Deep South Fire Trucks, Inc.) or 8200028187 (Rosenbauer South Dakota, LLC) shall be notated on the appropriate transaction document.

GENERAL EXCISE TAX. The Hawaii General Excise Tax (GET) shall not exceed 4.712% for the island of Oahu and 4.166% for Maui, Kauai and Hawaii. The GET is not applied to shipping or delivery charges.

PAYMENTS are to be made to the remittance address of the Contractor(s). HRS §103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. Payments may also be made via pCard.

VENDOR AND PRODUCT EVALUATION. Form SPO-012, Evaluation: Vendor or Product, for the purpose of addressing concerns on this vendor list contract, is available to agencies at the SPO website: <http://spo.hawaii.gov>. Click on *Forms* on the home page.

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.

AGENCY INSTRUCTIONS FOR PRICE QUOTES

1. Agency shall obtain a minimum of one (1) written price quote from an authorized vendor for any spare or additional parts after purchase of new or existing truck.
2. For new trucks and options over \$100,000, agency shall obtain a minimum of two (2) written price quotes from two (2) different authorized vendors and/or authorized resellers.
3. Purchasing agencies are required to complete Form SPO-010, Record of Procurement, for expenditures \$5,000 or more. Form SPO-010 is available on the SPO website: <http://spo.hawaii.gov>. Click on *Forms* on the home page.
4. Vendor information is available on pages 10 to 13.

CONSIDERATION OF QUOTES. Agencies shall consider all responsive and responsible quotes received. An award shall be made to the vendor(s) offering the lowest price. If the lowest price does not meet the agencies specification requirement, the award may be made to the vendor(s) whose offer represents the best value to the agency. Best value means the most advantageous offer determined by evaluating and comparing all relevant criteria in addition to price so that the offer meeting the overall combination that best services the agency is selected. These criteria may include, in addition to others, the total cost of ownership, performance, history of the vendor, quality of goods, services, delivery and proposed technical performance.

PERFORMANCE/SCOPE OF WORK

A. Overview

1. Contractor shall be responsible for manufacturing firefighting vehicles meeting at a minimum specification requirements set forth for Fire Apparatus. Contractor shall be responsible for ensuring that all firefighting vehicles are in compliance with all State and Federal DOT requirements for the State in which the vehicle is being delivered, including but not limited to the following:
 - NFPA 1901 – Standard for Automotive Fire Apparatus – 2016 edition
 - NFPA 1906 – Standard for Wildland Fire Apparatus – 2016 edition
 - All State and Federal DOT requirements for fire apparatus and commercial vehicles
 - Federal Motor Vehicle Safety Standards (FMVSS)

2. Contractor shall be responsible for assigning a dedicated representative to assist the purchasing entity with any issue that may arise, including, but not limited to, manufacturer defects, billing, maintenance, service centers, etc.

B. Vehicle Requirements

1. Each fire apparatus must be the latest model of the manufacturer's current standard production. All parts necessary to provide a complete and efficient fire apparatus must be furnished with each unit. All parts must conform in design, strength, quality of materials and workmanship to current engineering practices and accepted standards of the industry.
2. Each fire apparatus must be completed assembled and adjusted per manufacturer specifications. All equipment, including standard and supplemental must be installed as per the manufacturer's specifications.
3. Each fire apparatus must be fully serviced and complete with all fluids and lubricants (excluding water in tank), filled to the proper levels, with a full tank of fuel and ready for continuous operation at time of delivery.
4. Each fire apparatus must be furnished with one (1) parts book, one (1) service manual, one (1) operator's manual, and one (1) lubrication guide.
5. Each fire apparatus, at the final destination point, will be fully inspected by a designated representative of the ordering entity to assure that it meets the minimum specification requirements. If it is determined the unit is not in accordance with the minimum specification requirements, the Contractor must pick-up, correct any discrepancies and re-deliver to the ordering entity at the Contractor's expense. The timeframe for completion of corrective action must not exceed thirty (30) calendar days from receipt of written notification from designated representative of the purchasing entity. Demonstration units shall not be considered.

C. Delivery Requirements

1. Order Fulfillment Requirements
Authorized Purchasers/Participating Entities may place orders against this Contract either in person, electronically, facsimile or by phone. Once an order is issued, the following shall apply:
 1. For purposes of price verification and auditing, upon receipt of a purchase order the Contractor shall send the Purchaser an order confirmation notification that identifies applicable Contract prices to be applied to the order.
 2. Upon the request of the Purchaser, the Contractor shall supply Purchaser documentation needed to verify Contract pricing compliance.
 3. Product damaged prior to acceptance will either be replaced or repaired in an expedited manner at Contractor's expense. Alternatively, at the Purchaser's option, any possible damage to the product can be noted on the receiving report and the cost deducted from final payment.

The Contractor is responsible to verify delivery conditions/requirements with the Purchaser prior to the delivery.

2. Equipment Demonstration

During the term of the contract the Contractor may be requested by a Purchaser/Participating Entity to provide an on-site demonstration of the equipment and services available through this contract. Such demonstration(s) shall be provided at no additional cost to the Purchaser/Participating Entity at a mutually agreed upon date and location.

3. Shipping and Risk of Loss

Contractor shall ship all Products purchased pursuant to this Contract, freight, prepaid, FOB Purchaser's specified destination. The method of shipment shall be consistent with the nature of the Products and hazards of transportation. Regardless of FOB point, Contractor agrees to bear all risks of loss, damage, or destruction of the Products ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence; and such loss, damage, or destruction shall not release Contractor from any obligation hereunder. After delivery, the risk of loss or damage shall be borne by Purchaser, except loss or damage attributable to Contractor's fault or negligence.

D. Payment, Invoicing and Discounts

Payment is the sole responsibility of, and will be made by, the Purchaser/Participating Entity.

Contractor shall provide a properly completed invoice to Purchaser/Participating Entity. All invoices are to be delivered to the address indicated in the purchase order.

Each invoice shall be identified by the associated NASPO ValuePoint Contract Number; the Purchaser's/Participating Entity's contract/purchase order number (as applicable), and shall be in U.S. dollars. Invoices shall be promptly annotated by the Contractor with all applicable prompt payment and/or volume discount(s) and shipping charges unless otherwise specified in the Solicitation. Hard copy credit memos are to be issued when the State has been overcharged.

Invoices for payment will accurately reflect all discounts due the Purchaser/Participating Entity. Invoices will not be processed for payment, nor will the period of prompt payment discount commence, until receipt of properly completed invoice denominated in U.S. dollars and until all invoiced items are received and satisfactory performance of Contractor has been accepted by the Purchaser/Participating Entity. If an adjustment in payment is necessary due to damage or dispute, any prompt payment discount period shall commence on the date final approval for payment is authorized.

Payment for materials, supplies and/or equipment received and/or services rendered shall be made by Purchaser/Participating Entity and be redeemable in U.S. dollars. Unless otherwise specified, the Purchaser/Participating Entity's sole responsibility shall be to issue this payment. Any bank or transaction fees or similar

costs associated with currency exchange procedures or the use of purchasing/credit cards shall be fully assumed by the Contractor.

E. Product Warranty

Warranty(ies): Unless otherwise specified, full parts and labor warranty period shall be for a minimum period of one (1) year after receipt of materials or equipment by the Purchaser. All materials or equipment provided shall be new and unused of the latest model or design and or recent manufacture.

In the event of conflict between Contract terms and conditions and Contractor's submitted warranty, the Contract terms and conditions shall prevail; except, to afford the Purchaser/Participating Entity maximum benefits, the State of Hawaii may avail itself of the Contractor's warranty if deemed more beneficial to the Purchaser/Participating Entity.

F. Warranties

Contractor warrants that all materials, supplies, services and/or equipment provided under this Contract shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein. Acceptance of any materials, supplies, service and/or equipment, and inspection incidental thereto, by the Purchaser shall not alter or affect the obligations of the Contractor or the rights of the Purchaser.

The Contractor warrants for a period of one year(s) from the date of Acceptance that: (a) the Product performs according to all specific claims that Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Participating Entity has relied on the Contractor's skill or judgements, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Participating Entity) the Product whose nonconformance is discovered and make known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorney's fees and costs.

G. Cost of Remedy

Cost of Remedying Defects: All defects, indirect and consequential costs of correcting, removing or replacing any or all of the defective materials or equipment will be charged against the Contractor.

CONTRACTOR INFORMATION



DEEP SOUTH FIRE TRUCKS, INC.

MASTER AGREEMENT NO. 8200025803

For price quotes, contact Mr. Kyle Sullivan at (601) 722-4166.

DEEP SOUTH FIRE TRUCKS, INC.

Name: Kyle Sullivan
 Phone: (601) 722-4166
 Fax: (601) 722-4168
 Email: dsfiretrucks@bellsouth.net
 Website: www.deepsouthfiretrucks.com
 Issue Purchase Orders
 and Payments to: Deep South Fire Trucks, Inc.
 2342 Hwy 49 North
 Seminary, Mississippi 39479

Deep South Fire Trucks, Inc. has been awarded a contract for the following categories of Fire Trucks with a discount of 5% off retail price. This discount also applies to all options available for each category of Fire Truck.

	List Price	% Discount	Final Price
Medium Duty Rescue Apparatus, 2 Door		5	\$ 187,708.00
Medium Duty Rescue Apparatus, 4 Door		5	\$ 191,708.00
Min. 2000 Gallon Water Tender, 2 Door		5	\$ 197,820.00
Wildland Fire Apparatus Type 3, 2 Door		5	\$ 173,508.00
Wildland Fire Apparatus Type 3, 4 Door		5	\$ 181,508.00
Wildland Fire Apparatus Type 6, 2 Door		5	\$ 101,708.00
Wildland Fire Apparatus Type 6, 4 Door		5	\$ 103,628.00
Commercial Pumper 2 Door		5	\$ 206,268.00
Commercial Pumper 4 Door		5	\$ 214,268.00



ROSENBAUER SOUTH DAKOTA, LLC

MASTER AGREEMENT NO. 8200028187

For price quotes contact Mr. Scott Oyen at (605) 543-5591.

ROSENBAUER SOUTH DAKOTA, LLC

Name: Scott Oyen
 Phone: (605) 543-5591
 Email: Soyen@rosenbaueramerica.com
 Website: www.rosenbaueramerica.com
 Issue Purchase Orders
 and Payments to: Rosenbauer South Dakota, LLC
 100 3rd Street
 Lyons, SD 57041

Rosenbauer South Dakota, LLC has been awarded a contract for the following categories of Fire Trucks with a discount of 15% off retail price. This discount also applies to all options available for each category of Fire Truck.

	List Price	% Discount	Final Price
100' (+/- 5 feet) Mid Mounted Aerial Apparatus, 4 Door	\$964,423.00	15	\$819,760.00
75' (+/- 5 feet) Rear Mounted Aerial Apparatus, 4 Door	\$660,848.00	15	\$561,721.00
100' (+/- 5 feet) Rear Mounted Aerial Apparatus, 4 Door	\$793,610.00	15	\$674,569.00
125' (+/- 5 feet) Rear Mounted Aerial Apparatus, 4 Door	\$1,153,730.00	15	\$980,671.00
Medium Duty Rescue Apparatus, 2 Door	\$192,647.00	15	\$163,750.00
Medium Duty Rescue Apparatus, 4 Door	\$230,260.00	15	\$172,771.00
Min. 2000 Gallon Water Tender, 2 Door	\$254,069.00	15	\$215,958.00
Commercial Pumper 2 Door	\$240,151.00	15	\$204,128.00
Commercial Pumper 4 Door	\$251,427.00	15	\$213,713.00
ARFF Class 3- 0% Discount	\$338,586.00	15	\$338,586.00