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**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

SPO Price List Contract No. 20-21
Replaced SPO PL 16-04
Includes Change No. 7
Effective: 09/14/2023

THIS SPO PRICE/VENDOR LIST CONTRACT IS FOR AUTHORIZED BUSINESS ONLY

**NASPO VALUEPOINT
GROUND MAINTENANCE EQUIPMENT- STATEWIDE
(RFP No. 377)
May 28, 2020 to February 27, 2024**

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. 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 Virginia is the current lead agency and contract administrator for the NASPO ValuePoint Ground Maintenance Equipment contract. A request for competitive sealed proposals was issued on behalf of NASPO ValuePoint Cooperative Purchasing Organization and contracts were awarded to 6 qualified Contractors.

The purpose of this contract is to provide Tractors, Tractor Towed PTO Driven Equipment, Off Road Utility Vehicles, Self Propelled Riding Mowers and Turf Maintenance Equipment.

For additional information on this contract, visit the NASPO ValuePoint website at <https://www.naspovaluepoint.org/portfolio/ground-maintenance-equipment-2020-2025/>.



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

Executive Department/Agencies	City & County of Honolulu (C&C of Honolulu)
Department of Education (DOE)	Honolulu City Council
School Facilities Authority (SFA)	Honolulu Board of Water Supply
Hawaii Health Systems Corporation (HHSC)	Honolulu Authority for Rapid Transportation (HART)
University of Hawaii (UH)	County of Hawaii
Public Charter School Commission and Schools	Hawaii County Council
Office of Hawaiian Affairs (OHA)	County of Hawaii - Department of Water Supply
House of Representatives (House)	County of Maui
Senate	Maui County Council
Judiciary	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 price 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 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 participating jurisdiction.

POINT 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	Telephone	Fax	E-mail
Executive	Alan Yeh	586-0567	586-0570	alan.a.yeh@hawaii.gov
DOE	Procurement Staff	675-0130	675-0133	G-OFS-DOE-Procurement@k12.hi.us
School Facilities Authority	Gaudencia "Cindy" Watarida	430-5531	n/a	cindy.watarida@k12.hi.us
HHSC	Nancy Delima	359-0994		ndelima@hhsc.org
OHA	Christopher Stanley	594-1833	594-1865	chriss@oha.org
UH	Karlee Hisashima	956-8687	956-2093	karlee@hawaii.edu
Public Charter School Commission and Schools	Danny Vasconcellos	586-3775	586-3776	danny.vasconcellos@spscsc.hawaii.gov
House	Brian Takeshita	586-6423	586-6401	takeshita@capitol.hawaii.gov

Jurisdiction	Name	Telephone	Fax	E-mail
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
Honolulu City Council	Kendall Amazaki, Jr. Nanette Saito	768-5084 768-5085	768-5011	kamazaki@honolulu.gov nsaito@honolulu.gov
Honolulu Board of Water Supply	Procurement Office	748-5071		fn_procurement@hbws.org
HART	Dean Matro	768-6246		dean.matro@honolulu.gov
County of Hawaii	Diane Nakagawa	961-8440		Diane.Nakagawa@hawaiicounty.gov
Hawaii County Council	Diane Nakagawa	961-8440		Diane.Nakagawa@hawaiicounty.gov
County of Hawaii- Department of Water Supply	Ka'iulani L. Matsumoto	961-8050 x224	961-8657	kmatsumoto@hawaiidws.org
County of Maui	Jared Masuda	463-3816		jared.masuda@co.maui.hi.us
Maui County Council	Marlene Rebugio	270-7838		marlene.rebugio@mauicounty.us
County of Maui- Department of Water Supply	Kenneth L. Bissen	270-7684	270-7136	ken.bissen@co.maui.hi.us
County of Kauai	Ernest Barreira	241-4295	241-6297	ebarreira@kauai.gov
Kauai County Council	Codie Tabalba Scott Sato	241-4193 241-4810	241-6349 241-6349	ctabalba@kauai.gov ssato@kauai.gov
County of Kauai- Department of Water	Marcelino Soliz	245-5470	241-5813	msoliz@kauaiwater.org

USE OF PRICE & VENDOR LIST CONTRACTS 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 & vendor lists 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 a SPO price or vendor list contract, the nonprofit must obtain approval from each Contractor, i.e., participation must be mutually agreed upon. A Contractor may choose to deny participation by a nonprofit. Provided, 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 a SPO price or vendor list Contractor(s).

CONTRACTORS. The authorized contractors are listed in this price list contract. They have signed a Master Agreement with the State of Virginia and a Participating Addendum with the Hawaii State Procurement Office.

The Toro Company

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. 20-21. *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 departments/agencies, excluding 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 \$2,500 or more, and for Contractors who either do not accept the pCard, set minimum order requirements before accepting the pCard for payment, or charge its customers a transaction fee for the usage.

SPO PL CONTRACT NO. 20-21 & NASPO VALUEPOINT MASTER AGREEMENT NUMBER E194-81037 shall be typed on purchase orders issued against this price list contract. For pCard purchases, the SPO PL Contract No. 20-21 and the NASPO ValuePoint Master Agreement Number E194-81037 shall be notated on the appropriate transaction document.

STATE GENERAL EXCISE TAX (GET) AND COUNTY SURCHARGE shall not exceed the following rates if seller elects to pass on the charges to its customers.

COUNTY	COUNTY SURCHARGE TAX RATE	STATE GET	MAX PASS-ON TAX RATE	EXPIRATION DATE OF SURCHARGE TAX RATE
C&C OF HONOLULU	0.50%	4.0%	4.7120%	12/31/2030
HAWAII	0.50%	4.0%	4.7120%	12/31/2030
COUNTY OF MAUI (including Molokai and Lanai)	0.0%	4.0%	4.1666%	No county surcharge
KAUAI	0.50%	4.0%	4.7120%	12/31/2030

The GET or use tax and county surcharge may be added to the invoice as a separate line item and shall not exceed the current max pass-on tax rate(s) for each island.

County surcharges on state general excise (GE) tax or Use tax may be visibly passed on but is not required. For more information on county surcharges and the max pass-on tax rate, please visit the Department of Taxation's website at <http://tax.hawaii.gov/geninfo/countysurcharge>.

PAYMENTS are to be made to the Contractor(s) remittance address. HRS §103-10 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.

LEASE AGREEMENTS are not allowed under this contract.

HOT LIST PROGRAM – Contractor's list of discontinued, liquidated close-out or discontinued equipment or products. The list may include promotional prices.

EQUIPMENT

1. Equipment offered under the Contract shall be new and current models with the exception of any products offered on a Contractor's Hot List. All equipment shall comply with any current applicable safety or regulatory standards or codes.
2. Contractor may request to delete products as needed and add new products as soon as they are available to dealers/distributors so there is no delay in products being readily available to purchasing department. All requests must be approved by the procurement officer.
3. Contractor must immediately notify the purchasing department when they order an obsolete or out of stock product and of any equivalent substitutes. Substitutions are not permitted unless agreed upon in writing by the purchasing department and must be at the same or increased discount of percentage based on the contract award.
4. Contractor shall provide with equipment, an operations and maintenance manual with wiring diagrams and parts list. The manual may be in electronic format.
5. Grounds Maintenance Equipment is **not** considered to include the following:
 - a. Heavy construction equipment
 - b. Skid steers or mini-excavators
 - c. Trailers
 - d. Aerial lifts or bucket trucks
6. Non-contract or allied equipment will be permitted to be procured at the same time as contract equipment to allow for the contract equipment to operate within safety guidelines (e.g., federal, state, agency) or to function as needed. The addition of the non-contract or allied equipment will complete or enhance the operation or provide an additional level of safe operation of the contract equipment. Non-contract or allied equipment are considered to be products, implements, attachments, parts, and bundles not manufactured by the Contractor but in some instances branded by the Contractor.

The following are typical examples of these procurements:

- a. Agency purchasing a contracted base model unit wants a service parts package to take care of the first required oil change on the unit.
- b. Agency needs to purchase a John Deere tractor with an implement for specialty mowing purposes such as a non-contract/Allied "over the guard rail" boom mower.
- c. Agency needs to purchase a John Deere tractor for roadside mowing with the tractor tires filled with non-contract/Allied fluid as a ballasting agent in order to maintain stability when performing hillside mowing.

- d. Agency has a requirement for mounted non-contract/Allied lighting packages on equipment for safety and visibility purposes.
7. Non-contract/allied equipment as defined above may be included on a purchase order as long as the equipment is related to and compatible with the contract equipment being purchased. Stand-alone non-contract/allied equipment purchases shall not be permitted.
8. Non-contract/allied equipment must be specified on the purchase order as “non-contract” items.
9. Contractor confirms that to the extent non-contract/allied equipment is included on a purchase order with contract equipment, the Contractor will not void any applicable equipment warranty(ies), provided that the following conditions are met:
 - a. Non-contract/allied equipment is properly mounted or installed by an authorized dealer/distributor or other installer approved by the Contractor;
 - b. Any warranty claim for contract equipment is warrantable under the terms and limitations of the applicable Contractor’s product warranty(ies); and
 - c. The Authorized User provides supporting documentation upon request by the Contractor for verification of warranty claim.

WARRANTY. All warranty work performed and parts/materials supplied shall meet OEM warranty requirements. Equivalent substitutions must be approved by the purchasing department contact person prior to installation. Warranty work performed not meeting specifications or found to be defective and shall not be accepted. The Contractor shall be required to make repairs or corrections at no additional cost to the purchasing department.

All equipment warranties shall start on the date the equipment is accepted by the purchasing department and shall be for the full term as stated in the warranty. Before actual warranty work begins, ownership of the equipment shall be established to ensure the equipment in need of repair belongs to the Authorized User requesting the service. The following information shall be provided in order to determine ownership of the equipment:

- Name of Authorized User, if applicable
- Make, Model, and VIN of equipment
- Control number/inventory number of purchasing department

Repairs made that are covered by a warranty shall not be paid for by the purchasing department. The Contractor shall furnish all necessary supervision, labor, equipment, tools, parts, materials, and supplies needed for the warranty repair work. All persons utilized in the performance of any resulting contract shall be employees of the Contractor and be fully qualified to perform the warranty work required. Warranty work shall be performed by certified or trained or authorized service technicians.

Equipment that will remain in the Contractor’s possession overnight and for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The Contractor shall be responsible for the proper care and custody of any state owned equipment in the Contractor’s possession.

TRANSPORTATION CHARGES

Freight. Freight is FOB from the OEM to the dealer network locations within the contiguous United States or to the nearest port of embarkation for all Participating Entities outside of the contiguous United States. Orders for less than the minimum order

of \$500 will be shipped prepaid and added to the invoice. Contractor shall not add freight charges for partial shipments or back orders to an invoice where the original total price of an order exceeded the minimum order of \$500. Contractor shall provide delivery costs policy guidelines for your dealers, whether it is a set rate per loaded mile or if the dealer is allowed to set the rate.

Delivery and Set-up Fees. Delivery and set-up fees may be an optional charge from the dealer to the purchasing department and shall be prepaid and added to the invoice. If a delivery fee is charged, it may be by loaded mile based on Google Maps or a dealer set fee. Delivery and set-up fee charges must be annotated on the quote/invoice as a separate line item. The purchasing department reserves the right to pickup equipment at no charge.

All equipment shall be delivered assembled, serviced, oiled and ready for immediate use, unless otherwise requested by the purchasing department. Liability for product delivery remains with the Contractor until delivered and accepted. Damaged or non-operational equipment or products may be rejected. If the damage is not detectable or readily apparent at the time of delivery, Contractor must allow equipment to be returned within a reasonable time at no cost to the purchasing department. The purchasing department reserves the right to inspect all equipment upon delivery or within a reasonable time after delivery if inspection could not be performed upon delivery. Contractor must make arrangements for the return of damaged equipment at no cost to the purchasing department.

Delivery shall be made in accordance with instructions on the purchase order from each purchasing department. The Contractor shall seek clarification from the purchasing department if there is a discrepancy between the purchase order and what is listed on the contract.

RETURNS. Products may be exchanged for credit in compliance with the Contractor's published return goods policy. This policy may include a restocking fee.

TRADE-IN. The purchasing department and Contractor may negotiate trade-in allowances.

PARTS AND SERVICING are not included as part of this contract. Use applicable procurement method.

ORDERS shall be issued on an as-needed basis during the contract period. To the extent possible Departments/Agencies shall consolidate orders to maximize discounts and minimize shipping costs. The Contractor shall notify the Department/Agency with an expected delivery date after receipt of order. The Contractor shall honor all orders received during the contract period and deliver according to the contract terms and within the specified delivery time. Contractor is not obligated to accept any order received after the price list expiration date. At time of order, agencies shall include the following:

- (1) The services or supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per hour or other pricing elements consistent with this Master Agreement

- and the contractor's proposal;
 (6) A ceiling amount of the order for services being ordered; and
 (7) The Master Agreement identifier.

DELIVERIES. Delivery and set-up fees may be an optional charge from the dealer to the purchasing department and shall be prepaid and added to the invoice. If a delivery fee is charged, it may be by loaded mile based on Google Maps or a dealer set fee. Delivery and set-up fee charges must be annotated on the quote/invoice as a separate line item. The purchasing department reserves the right to pickup equipment at no charge.

All equipment shall be delivered assembled, serviced, oiled and ready for immediate use, unless otherwise requested by the purchasing department. Liability for product delivery remains with the Contractor until delivered and accepted. Damaged or nonoperational equipment or products may be rejected. If the damage is not detectible or readily apparent at the time of delivery, Contractor must allow equipment to be returned within a reasonable time at no cost to the purchasing department. The purchasing department reserves the right to inspect all equipment upon delivery or within a reasonable time after delivery if inspection could not be performed upon delivery. Contractor must make arrangements for the return of damaged equipment at no cost to the purchasing department.

Delivery shall be made in accordance with instructions on the purchase order from each purchasing department. The Contractor shall seek clarification from the purchasing department if there is a discrepancy between the purchase order and what is listed on the contract.

VENDOR AND PRODUCT EVALUATION form, SPO-012, for the purpose of addressing concerns on this price or 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.

Categories Awarded:

Vendor Name	Category 1: Tractors (heavy duty and compact)	Category 2: Tractor Towed PTO (Gang Mowers and Single Unit Mowers)	Category 3: Off Road Utility Vehicles	Category 4: Self Propelled Riding Mowers (Medium Duty Wider Coverage and Zero Turn)	Category 5: Turf Maintenance (Towed and Ground Driven)
The Toro Company	YES	YES	YES	YES	YES

HOW TO USE THIS PRICE LIST

1. Complete the Uniform Request for Quotes:

- A. View the category list of applicable categories and discount from the vendor information page.
- B. View the category descriptions, products and price from the vendors website as shown below:

Toro: <http://www.nessturf.com/>

- C. Phone the 'Primary Sales Contact' for any questions on products in category.
- D. Send Uniform Request for Quotes (RFQ) to all Contractors for awarded categories OR in a declared emergency obtain a minimum of (1) quote

RFQ Form Fillable:

https://spo.hawaii.gov/wp-content/uploads/2020/10/20-11_RFQ_form_fillable.pdf

2. Review Quotes and Place Order:

- A. Contractor or its Authorized Dealer responds by due date specified and will notify the Purchasing Department as soon as possible in the event the Contractor is unable to provide the requested services/products.
 - B. Review and evaluate received quotes.
 - C. Generate Purchase Order number or get approval for pCard Purchase based on quote.
 - D. Phone the 'Primary Payment Contact' the order/payment number (Do NOT provide credit card information in an email) and email or fax them the Uniform Request for Quotes.
 - E. Complete form SPO-010, Record of Procurement. This form is signed by the personnel with delegated authority and is kept with the agency's procurement/contract file.
 - F. **CONSIDERATION OF QUOTES.** Agencies shall consider all responsive and responsible quotes received. An award shall be made to the Contractor(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.
3. ***Optional: To purchase allied/non-contract products to complete desired base product:** (Buyers are only allowed to procure at the same time as contract equipment to allow for the contract equipment to operate within safety guidelines)
- A. Follow applicable procurement method, notated on form SPO-010 if applicable).
 - B. Ensure accessories are delivered to authorized dealer location for installation.

CONTRACTORS

AND

AUTHORIZED

DEALERS

CONTACT

INFORMATION

THE TORO COMPANY

<https://www.naspovaluepoint.org/portfolio/ground-maintenance-equipment-2020-2025/the-toro-company/>

For price quotes contact Toro's authorized dealers. Payment is made to Toro's authorized dealers. Equipment under warranty is handled by its authorized dealers.

<u>Authorized Dealer:</u>		
Hawthorne Pacific Corp dba Ness Turf Equipment		
Primary Sales: Terence Yogi Phone: (808) 486-8303 Mobile: (808) 783-6735 Fax: (808) 486-8338 Email: tyogi@nessturf.com	Secondary Sales: Leonard Smith Phone: (808) 486-8301 Toll Free: (877) 683-1032 Email: lsmith@nessturf.com	Remit To: 16945 Camino San Bernado San Diego, CA 92127-2405 Vendor Code: 284428-02
Island/Name	Address	Contact Info
Hawthorne Pacific Corp. Main Store, Oahu	94-025 Farrington Hwy Waipahu, HI 96797	Phone: (808) 677-9111 Fax: (808) 676-0323 Toll Free:(800) 344-8603
Hawthorne Pacific Corp. Maui Branch	470 S. Hana Hwy Kahului, HI 96732	Phone: (808) 877-6538 Fax: (808) 871-4963
Hawthorne Pacific Corp. Kauai Branch	1895 Haleukana St. Lihue, HI 96766	Phone: (808) 245-4058 Fax: (808) 245-8506
Hawthorne Pacific Corp. Hilo Branch	171 Railroad Ave. Hilo, HI 96720	Phone: (808) 961-3437 Fax: (808) 961-2551
Hawthorne Pacific Corp. Kona Branch	74-5524 Kaiwi Street Kailua-Kona, HI 96740	Phone: (808) 329-4521 Fax: (808) 326-2054

PRODUCT CATEGORY AND DISCOUNT SCHEDULE EFFECTIVE March 15, 2022

CONTRACTOR: THE TORO COMPANY

Contract# E194-81037

Ground Maintenance Equipment Contact: Jon Stodola, Government Contracts Manager

Phone: 612-597-3224

Fax: 952-887-8694

Email: Jon.Stodola@toro.com

Category Description	Discount Off MSRP	List Pricing Effective Date
Toro Commercial Division Products		
1-2 Units	21%	Current Price
3-5 Units	22%	Current Price
6+ Units	23%	Current Price
Toro Landscape Contractor Equipment (LCE) Turf Products		
Traction Units	27%	Current Price
Toro Landscape Contractor Equipment (LCE) Snow Products		
Traction Units	20%	Current Price
Toro Bullseye Products		
Traction Units	5%	Current Price
Toro Site Works Systems (SWS) Division Products		
Traction Units	17%	Current Price
Ventract Products		
Traction Units	7%	Current Price
Workman UTX Series		
Traction Units	7%	Current Price
Toro Golf Irrigation Division Products		
Traction Units	40%	Current Price

Toro Res Comm Irrigation Products		
Traction Units	40%	Current Price
Toro Irritrol Brand Irrigation Products		
Traction Units	40%	Current Price
Toro Sentinel Brand Irrigation Products		
Traction Units	35%	Current Price
Toro Rainmaster Brand Irrigation Products		
Traction Units	40%	Current Price