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**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

SPO Price List Contract No. 20-06

Includes Change No. 12

Effective: 04/13/2023

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

**NASPO VALUEPOINT
CONSTRUCTION EQUIPMENT**

(RFP OK-SW192)

August 30, 2019 to July 10, 2023

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 Oklahoma is the current lead agency and contract administrator for the NASPO ValuePoint Construction Equipment contract. A request for competitive sealed proposals was issued on behalf of NASPO ValuePoint Cooperative Purchasing Organization and contracts were awarded to five qualified Contractors. The State of Hawaii has signed a Participating Addendum with one contractor and intends to add more authorized contractors to the Price List contract.

The purpose of this competitive solicitation was to develop a “catalog discount” contract to provide for equipment to be made available for purchase. Awarded vendors are able to provide construction equipment such as tracked loaders, wheel loaders, motor grades, telehandler, site dumper, backhoes, skid steer, track excavator, wheeled excavators and dozers.

For additional information on this contract, visit the NASPO ValuePoint website at <https://www.naspovaluepoint.org/portfolio/construction-equipment-2018-2023/>.



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

Executive Departments/Agencies	City and County of Honolulu
Department of Education	Honolulu City Council
School Facilities Authority	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
Public Charter School Commission and Schools	County of Hawaii – Department of Water Supply
House of Representatives	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	Matthew Chow	586-0577	586-0570	matthew.m.chow@hawaii.gov
Department of Education (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
Hawaii Health Systems Corporation (HHSC)	Nancy Delima	359-0994	n/a	ndelima@hhsc.org
Office of Hawaiian Affairs (OHA)	Christopher Stanley	594-1833	594-1865	chriss@oha.org
University of Hawaii (UH)	Karlee Hisashima	956-8687	956-2093	karlee@hawaii.edu
Public Charter School Commission and Schools	Danny Vasconcellos	586-3775	586-3776	danny.vasconcellos@spcsc.hawaii.gov
House of Representatives (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
Honolulu City and County (C&C)	Procurement Specialist	768-5535	768-3299	bfspurchasing@honolulu.gov
Honolulu City Council	Kendall Amazaki, Jr.	768-5084	n/a	kamazaki@honolulu.gov
Honolulu City Council	Nanette Saito	768-5085	768-5011	nsaito@honolulu.gov
Honolulu Board of Water Supply	Procurement Office	748-5071	n/a	fn_procurement@hbws.org
Honolulu Authority for Rapid Transportation (HART)	Dean Matro	768-6246	n/a	dean.matro@honolulu.gov
County of Hawaii	Diane Nakagawa	961-8440	n/a	Diane.Nakagawa@hawaiicounty.gov
Hawaii County Council	Diane Nakagawa	961-8440	n/a	Diane.Nakagawa@hawaiicounty.gov
County of Hawaii - Department of Water Supply	Ka'iulani L. Matsumoto	961-8050 ext. 224	961-8657	kmatsumoto@hawaiidws.org
County of Maui	Jared Masuda	463-3816	n/a	jared.masuda@co.maui.hi.us
Maui County Council	Marlene Rebugio	270-7838	n/a	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	241-4193	241-6349	ctabalba@kauai.gov
County of Kauai - Department of Water	Christine Erorita	245-5409	245-5813	cerorita@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 Oklahoma and a Participating Addendum with the Hawaii State Procurement Office.

Contractor Name

CNH Industrial America LLC DBA Case Construction

CNH Industrial America LLC DBA New Holland Corporate North America

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. 20-06. *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. 20-06 & NASPO VALUEPOINT MASTER AGREEMENT NUMBER OK-SW192 shall be typed on purchase orders issued against this price list contract. For pCard purchases, the SPO Price List Contract No. 20-06 and the applicable NASPO ValuePoint Master Agreement Number OK-SW192 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.

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.

LEASE AGREEMENTS are not allowed under this contract.

DELIVERY. After receipt of an order, delivery shall be made within 30 calendar days for parts and within 120 calendar days for equipment, unless otherwise agreed to by the Purchasing Entity and the Contractor. Earlier deliveries are encouraged; however, there shall be no change in contract price or discount terms because of the earlier delivery. Some purchasing entities may have the capacity to pick up equipment and shall contact the dealer by email to make arrangements for pick up.

All equipment shall be delivered new, unused, undamaged, assembled, serviced, oiled and ready for immediate use, unless otherwise requested by the Purchasing Entity. Liability for product delivery remains with the Contractor until delivered and accepted.

Delivery shall be made in accordance with instructions on the Order from each Purchasing Entity. If there is a discrepancy between the Order and what is listed in this Master Agreement, the Contractor shall seek clarification from the Purchasing Entity.

Delivery to a Purchasing Entity is to be Free On Board Destination (to the Destination stated in the Order) freight prepaid and added. Any allowable freight, shipping and handling costs and set-up fees paid by a Purchasing Entity are to be annotated on the quote/invoice as a separate line item. Quotes shall show the Contractor's suggested retail price less any trade-in allowance if applicable, contract percentage discount off, freight cost, set-up fees, any allied or incidental costs and the final price for each item delivered.

Allied and incidental items are attachments, accessories, parts or bundles not manufactured by the Contractor that are requested by a Purchasing Entity to complete the purchase of equipment within scope of this Master Agreement (but not to substantially convert the Product). Allied and incidental items requested by a Purchasing Entity shall comply with its state or other government regulations. Allied equipment may only be sold in connection with the sale of an item within scope of their Master Agreement. Items must be clearly labeled on the Order or quote as allied.

Contractor shall provide to purchasing entities electronic files of the operating manual, an illustrated parts manual or list, and the warranty, shall be furnished for each new item purchased, as well as any proprietary tools necessary to perform routine service or adjustments, all at no additional cost. CDs and DVDs will only be provided upon request by the purchasing entity.

WARRANTY. The Contractor warrants for a period of one year from the date of Acceptance that:

- A. the Product performs according to all specific claims that the 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 Purchasing Entity has relied on the Contractor's skill or judgment;
- 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 Purchasing Entity) the Product whose nonconformance is discovered and made 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 attorneys' fees and costs.

The Contractor shall correct ordering errors without further cost to the Purchasing Entity.

The Contractor agrees the Products shall be covered by all commercial warranties the Contractor provides for such products, and rights and remedies provided therein are in addition to and do not limit any rights afforded by any other clause. If Contractor changes its warranty with respect to a Product, Contractor shall promptly provide a replacement copy to the purchasing entity. Contractor also agrees to provide a copy of the warranty applicable to replacement parts purchased. All equipment warranties shall start on the date of acceptance and shall be for the full term of said warranty.

The Contractor warrants that at the time of delivery, all equipment purchased will be free from defects in material or workmanship and will conform to the specifications and all other requirements.

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 shall be authorized by 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.

All warranty work performed and parts/materials supplied shall meet original equipment manufacturer (OEM) warranty requirements. Equivalent substitutions must be approved in writing by the Purchasing Entity contact person prior to installation. Warranty work performed not meeting specifications or found to be defective, shall not be accepted. The Contractor shall be required to make repairs or corrections at no additional cost to the Purchasing Entity.

Repair facilities that will perform warranty work under this Master Agreement shall be identified as the Contractor's dealer network. As the manufacturer, the Contractor is responsible for insuring that the facilities are able to adhere to the contract requirements for warranty work performance.

Equipment that will remain in the Contractor's possession overnight and/or 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 such equipment in the Contractor's possession.

In connection with replacement parts sold to a Purchasing Entity, Contractor shall provide a copy of any applicable buy-back, trade-in or exchange policy and applicable warranty at the time of purchase.

TRAINING. Contractor shall provide information for all training opportunities for the equipment being purchased, including CDs, DVDs, in house, orientation type training, maintenance, and operator.

BUYBACK. Suppliers are required to provide any buy back, trade-in or exchange policy concerning repair parts sold to purchasing entities.

REPAIR FACILITIES. Repair facilities that will perform the warranty work of items under this Contract shall be identified as the Supplier's dealer network.

VENDOR AND PRODUCT EVALUATION form, SPO-012, 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.

PRICE QUOTE INSTRUCTIONS:

1. Agency shall request a price quote from all vendors for equipment listed below:

	New Holland	Case Construction
Tracked Loaders	Yes	Yes
Wheel Loaders	Yes	Yes
Motor Graders	No	Yes
Telehandler	Yes	No
Backhoes	Yes	Yes
Skid Steer	Yes	Yes
Tracked Excavators	Yes	Yes
Dozers	No	Yes

2. Form SPO-010 is optional.
3. Award can be made on best value.

Personnel utilizing Price List Contract No. 20-06 may use form SPO-010, *Record of Procurement* for purchases. If unable to obtain the minimum number of price quotes, written justification is explained in Part C. If award is not made to the lowest bidder, written justification is explained in Part D. The approved Form SPO-010 is kept in the procurement/contract file.

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.

CONTRACTORS

AND

AUTHORIZED

RESELLERS

CONTACT

INFORMATION

CNH Industrial America LLC DBA Case Construction

<https://www.naspoaluepoint.org/portfolio/construction-equipment-2018-2023/case-construction/>

For price quotes, contact New Holland Corporate of North America or its authorized resellers. Payments are made to the authorized resellers.

To view equipment please go to: <https://www.casece.com/northamerica/en-us>

To view price discount please go to: <https://www.naspoaluepoint.org/portfolio/construction-equipment-2018-2023/case-construction/>

Name: Aaric A. Lewis
Address: 621 State Street, Racine, WI 53404
Phone: (734) 646-2467
Email: aaric.lewis@cnhind.com

Authorized Reseller and Repair Facilities:

Allied Machinery Corp.
73-4112 Hulikoa Drive
Kailua-Kona, HI 96740
(808) 334-0102

Allied Machinery Corp.
16-220 Wiliama Place
Kea-Au, HI 96749
(808) 982-7728

Allied Machinery Corp.
1840 Haleukana Street
Lihue, HI 96766
(808) 245-8581

Allied Machinery Corp.
240 Hookahi Street
Wailuku, HI 96793
(808) 986-0691

Allied Machinery Corp.
94-168 Leoole Street
Waipahu, HI 96797
(808) 671-0541

Authorized Reseller Remit to Address:

Allied Machinery Corp.
PO Box 970126
Waipahu, HI 96797-0126
Vendor Code: 01836000

CNH Industrial America LLC DBA New Holland Corporate of North America
<https://www.naspoaluepoint.org/portfolio/construction-equipment-2018-2023/new-holland-corporate-north-america/>

For price quotes, contact New Holland Corporate of North America or its authorized resellers. Payments are made to the authorized contractor or its authorized resellers.

To view equipment please go to: <https://agriculture.newholland.com/nar/en-us>, then click on Products.

To view price discount please go to: <https://www.naspoaluepoint.org/portfolio/construction-equipment-2018-2023/new-holland-corporate-north-america/>

New Holland Corporate of North America

Name: Wayne Crow
Government Account Manager
Address: 500 Diller Avenue
New Holland, PA 17557
Phone: (717) 355-1683
Fax: (877) 764-1369

Remit Payment To:

CNH Industrial America LLC
500 Diller Ave MS248
New Holland, PA 17557

Authorized Reseller and Repair Facilities:

Bacon Universal Co., Inc.
918 Ahua Street
Honolulu, HI 96819
Phone: (808) 839-7202
Fax: (808) 839-9813

Bacon Universal Co., Inc.
215A Railroad Avenue
Hilo, HI 96720
Phone: (808) 935-8595
Fax: (808) 935-1698

Bacon Universal Co., Inc.
1856 Haleukana Street
Lihue, HI 96766
Phone: 808-245-8472

Bacon Universal Co., Inc.
74-5039 Queen Kaahumanu Hwy.
Suite B2
Kailua-Kona, HI 96740
Phone: (808) 326-1212
Fax: (808) 326-1822

Bacon Universal Co., Inc.
800 Alua Street
Wailuku, HI 96793
Phone: (808) 244-9158
Fax: (808) 242-5815

Authorized Reseller Remit to Address:

Bacon Universal Co., Inc.
918 Ahua Street
Honolulu, HI 96819-4409
Phone: (808) 839-7202
Fax: (808) 839-9813
Vendor Code: 06056800

Bacon Universal Co., Inc.
215A Railroad Avenue
Hilo, HI 96720
Phone: (808) 935-8595
Fax: (808) 935-1698
Vendor Code: 06056801

**UNIFORM REQUEST FOR QUOTES
SPO PRICE LIST 20-06
NASPO VALUEPOINT CONSTRUCTION EQUIPMENT**

SECTION 1 - AGENCY TO COMPLETE:

DATE: _____

AUTHORIZED DEALERS INVITED TO SUBMIT QUOTES:

New Holland Corporate of North Case Construction

GOVERNMENT AGENCY CONTACT INFORMATION:

Department: _____ Division/Agency: _____

Contact Person: _____ Phone: _____ Fax: _____

Email: _____

Address: _____

QUOTE DUE DATE: _____

SCOPE OF SERVICES: _____

Additional Pages Attached

Submit Quote via: Email Fax US Postal

SECTION 2 – DEALER TO COMPLETE:

DEALER CONTACT INFORMATION:

Company Name: _____

Company Representative: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Address: _____

PRODUCT QUOTE:	\$	(contract price; include item list price & contracted discount percent)
+Freight	\$	
+GET	\$	(4.712% for the islands of Oahu and Kauai, 4.438% for the island of Hawaii and at 4.166% for the islands of Maui, Lanai and Molokai)
= TOTAL QUOTE	\$	(Include details and breakdown of quotes in Additional Information and/or Additional Page Attached)

ADDITIONAL INFORMATION:

Additional Pages Attached

Quote shall remain firm for _____ days

All quotes shall be signed and dated by an authorized individual of the company.

Signature: _____ Date: _____

Printed Name: _____ Printed Title: _____

SECTION 3 – STATE ACCEPTANCE, if any:

By signing below, the Department/Division/Agency stated in Section 1 above has selected the dealer stated in Section 2 above to provide services under SPO PL Contract No. 20-06.

Signature: _____ Date: _____

Printed Name _____ Printed Title: _____