



STATE OF HAWAII
STATE PROCUREMENT OFFICE

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July 5, 2024

TO: Executive Departments/Agencies
Department of Education
School Facilities Authority
Hawaii Health Systems Corporation
Office of Hawaiian Affairs
University of Hawaii
Public Charter School Commission and Schools
House of Representatives
Senate
Judiciary

City and County of Honolulu
Honolulu City Council
Honolulu Board of Water Supply
Honolulu Authority for Rapid Transportation
County of Hawaii
Hawaii County Council
County of Hawaii-Department of Water Supply
County of Maui
Maui County Council
County of Maui-Department of Water Supply
County of Kauai
Kauai County Council
County of Kauai – Department of Water

FROM: Bonnie Kahakui, Administrator *Bonnie A Kahakui*

SUBJECT: **Change No. 1**
SPO Price List Contract No. 24-09
NASPO VALUEPOINT HEAVY CONSTRUCTION & INDUSTRIAL EQUIPMENT
RFP OK-MA-192-23
Expires: July 9, 2025

The following changes are made to the price list contract:

1. Caterpillar Inc is added to the price list contract as an authorized contractor.
2. The Emergency Purchase is updated.

The current price list contract including Change No. 1 is available on the SPO website: <http://spo.hawaii.gov>. Click on *Price & Vendor List Contracts* on the home page.

If you have any questions, please contact Matthew Chow at (808) 586-0577 or matthew.m.chow@hawaii.gov.

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**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

SPO Price List Contract No. 24-09
Replaces SPO Price List Contract No. 20-06
Includes Change No. 1
Effective: 07/05/2024

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

**NASPO VALUEPOINT
HEAVY CONSTRUCTION & INDUSTRIAL
EQUIPMENT
(RFP OK-MA-192-23)
May 1, 2024 to July 9, 2025**

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 Heavy Construction and Industrial Equipment contract. A request for competitive sealed proposals was issued on behalf of NASPO ValuePoint Cooperative Purchasing Organization and contracts were awarded to seven (7) qualified Contractors.

The contract provides three deliverables: Heavy Construction Equipment, Industrial Equipment and Value Added Option for Additional Equipment.

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



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 (C&C 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)
Office of Hawaiian Affairs (OHA)	County of Hawaii
University of Hawaii (UH)	Hawaii County Council
Public Charter School Commission and Schools	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	Matthew Chow	586-0577	586-0570	matthew.m.chow@hawaii.gov
DOE	Procurement Staff	675-0130	675-0133	G-OFS-DOE-Procurement@k12.hi.us
SFA	Gaudencia "Cindy" Watarida	430-5531	n/a	cindy.watarida@k12.hi.us
HHSC	Nancy Delima	359-0994	n/a	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@spsc.hawaii.gov
House	Brian Takeshita	586-6423	586-6401	takeshita@capitol.hawaii.gov
Senate	Carol Taniguchi	586-6720	586-6719	c.taniguchi@capitol.hawaii.gov

Jurisdiction	Name	Telephone	FAX	E-mail
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	bfs purchasing@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
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:

Caterpillar Inc

CNH Industrial America LLC dba New Holland Construction

Master Agreement Number:

OK-SW-192-200

OK-SW-192-700

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. 24-09. *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, SFA, 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.

SPO PRICE LIST CONTRACT NO. 24-09 & applicable **NASPO VALUEPOINT MASTER AGREEMENT NUMBER** shall be typed on purchase orders issued against this price list contract. For pCard purchases, the SPO Price List Contract No. 24-09 and the applicable NASPO ValuePoint Master Agreement Number shall be notated on the appropriate transaction document.

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.

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)	0.50%	4.0%	4.7120%	12/31/2030
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>.

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.

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

EMERGENCY PURCHASE. The FEMA special provisions have been added to the contract to allow departments/agencies to make purchases during a declared disaster and seek FEMA reimbursement during a declared emergency. For more information, please visit: <https://spo.hawaii.gov/for-state-county-personnel/disaster-preparedness-procurement/fema-reimbursement/>

The following Contractors have agreed to the FEMA special provisions:

- CNH Industrial America LLC dba New Holland Construction
- Caterpillar Inc

CONTRACT INFORMATION

Product Categories

- A. Heavy Construction Equipment –Articulated Dump Haulers, Articulated Haulers, Backhoes, Cold Planers, Compactors- Road and Asphalt, Dozers, Motor Graders, Pavers, Reclaimers, Site Dumpers, Skid Steers, Telehandlers, Track Excavators, Tracked Loaders, Wheel Loaders, Wheeled Excavator and Sweeper Equipment - Mechanical, Airport/Runway, Walk Behind, Riding, Parking Lot, Sidewalk Sweeping Equipment Asphalt Distributor, Chip Spreader, Crack Router/Sealant, Ditcher, Emulsion Tank, Patch Truck, Patchers, Road Widener, Scraper, Screed, Sprayer / Water Truck / Water Tank, and Stabilizer.
- B. Industrial Equipment - Air Compressors, Back Up Battery Packs, Generators, Forklifts, Light Towers, Portable Generators, and pull-behind portable solar charging stations.
- C. Value Added Option for Additional Equipment - Attachment L allows Offerors to offer their most frequently purchased items or special contract listings for this award as a value add. This may be an emerging technology in equipment or general enhancements such as, Brooms, Conveyers (Drum, Single, Double, Combi, Stati), Melter, Mills, Mixers, Oil Distributor, Rollers, Remote Control, Automation, Safety Features, and Alternative Fuel Options

Ordering

- A. No minimum orders will be considered.
- B. Options/Accessories/Attachments on ordered equipment shall include all standard items normally furnished by the Contractor's manufacturer/dealer for the basic equipment being purchased. Contractor shall identify any websites that can be of assistance in determining needs and calculating total cost of items purchased.
- C. Any trade-in allowances determined by the Contractor shall be deducted from the established current price before the discount is applied. The formula will be to deduct the discount from the established current price and then take off the trade-in allowance. (Only for those Purchasing Entities allowed to trade-in equipment for new equipment).

Warranty-Equipment/Options/Accessories/Attachments

- A. All warranty work performed, and parts/materials supplied shall meet original equipment manufacturer (OEM) warranty requirements. Equivalent substitutions must be approved by the Purchasing Entity contact person prior to installation.
- B. 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.
- C. Contractor shall furnish a copy of their warranty applicable for the equipment. All equipment warranties shall start on the date of delivery and shall be for the full term of said warranty.
- D. Before actual warranty work begins, ownership of the equipment shall be established to ensure the equipment in need of repair belongs to the Purchasing Entity requesting the

service. The following information shall be provided in order to determine ownership of the equipment: Name of Purchasing Entity and division, if applicable. Make, Model, and VIN of equipment Control number of Purchasing Entity (Inventory number)

- E. Repairs made that are covered by a warranty shall not be paid for by the Purchasing Entity
- F. The Contractor shall furnish all necessary supervision, labor, equipment, tools, parts, materials, and supplies needed for the warranty repair work.
- G. All persons utilized in the performance of this contract 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.
- H. 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.

Warranty/Buy Back

- A. Contractor is required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to Purchasing Entities. Contractor shall correct ordering errors without further cost to the ordering entity. A copy of the Warranty shall be included for replacement parts purchased.

Repair Facilities

- A. Repair facilities that will perform the warranty work of items under this Contract shall be identified as listed on the Contractor's dealer network. As the manufacturer, the Contractor is responsible for ensuring that the facilities adhere to the contract requirements for warranty work performance.

Freight Charges

- A. Prices proposed will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. Any portion of a full order originally shipped without transportation charges (that failed to ship with the original order, thereby becoming back-ordered) will also be shipped without transportation charges.

Delivery

- A. Delivery of equipment shall be stated in each quotation. It is preferable to expect delivery within 120 calendar days after receipt of order unless other arrangements are made between the ordering party and the Contractor due to current market status. Earlier deliveries are encouraged however there shall be no change in contract price or discount terms because of the earlier delivery.

- B. All equipment shall be delivered new, unused, 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.
- C. Delivery shall be made in accordance with instructions on the purchase order from each Purchasing Entity. If there is a discrepancy between the purchase order and what is listed on the contract, the Contractor shall seek clarification from the ordering party and/or the Contracting Officer.
- D. Delivery on parts is to be made within 30 days or otherwise stated in quotation.
- E. One 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.

All ordering entities will have the option to pick up their equipment from the dealer.

AGENCY INSTRUCTIONS

1. Agency shall inform the vendor of its Jurisdiction, Equipment Required, Shipping Address and other Delivery Requirements, Billing Address, Purchasing Entity Contact Information, and a not-to-exceed total for the products ordered.
2. Personnel conducting or participating in utilizing Price List Contract No. 24-09 is responsible to complete form SPO-010, Record of Procurement for purchases of \$5,000 or more. 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.

CONTRACTOR INFORMATION



CNH INDUSTRIAL AMERICA LLC DBA NEW HOLLAND CONSTRUCTION
Master Agreement No. OK-SW-192-700

NASPO URL: <https://www.naspo.valuepoint.org/portfolio/heavy-construction-industrial-equipment/new-holland-corporate-north-america/>

To view products: www.newholland.com

For price quotes, contact CNH Industrial America LLC dba New Holland Construction Authorized Resellers. Payments are made to CNH Industrial America LLC dba New Holland Construction Authorized Resellers.

For contract questions, contact CNH: Chad Bucher (chad.bucher@newholland.com) or New Holland Government/Fleet – aggovtfleetdept@newholland.com

Authorized Resellers and Repair Facilities:

Bacon-Universal Company Inc
918 Ahua St.
Honolulu, HI 96819
Phone: (808) 839-7202

Remit to:
Bacon-Universal Company Inc
PO Box 85191
Chicago, IL 60689-5191
Vendor Code: 60568-03

- Anthony Sproat
asproat@baconuniversal.com
Dir. Line: 808-792-2467
- Kevin Kitagawa
kkitagawa@baconuniversal.com
Dir. Line: 808-792-2466
- Asami Ono
aono@baconuniversal.com

Bacon-Universal Company Inc
800 Alua Street
Wailuku, HI 96793
Phone: (808) 244-9158

Remit to:
Bacon-Universal Company Inc
PO Box 85191
Chicago, IL 60689-5191
Vendor Code: 60568-03

Bacon-Universal Company Inc
215A Railroad Ave
Hilo, HI 96720
Phone: (808) 935-8595

Remit to:
Bacon-Universal Company Inc
PO Box 85191
Chicago, IL 60689-5191
Vendor Code: 60568-03

Bacon-Universal Company Inc
74-5039 Queen Kaahumanu Hwy
Kailua Kona, HI 96740
Phone: (808) 326-1212

Bacon-Universal Company Inc
PO Box 85191
Chicago, IL 60689-5191
Vendor Code: 60568-03



HAWTHORNE



CATERPILLAR INC

Master Agreement No. OK-SW-192-200

NASPO URL: <https://www.naspovaluepoint.org/portfolio/heavy-construction-industrial-equipment/caterpillar-inc/>

To view products: <https://www.hawthornecat.com/>

Sales Contact:

Hawthorne Pacific Corp
Parker Paredes
Phone: (808) 829-9773
Email: pparedes@hawthornecat.com

Remit To:

Hawthorne Pacific Corp
16945 Camino San Bernardo
San Diego, CA 92127-2405
Vendor Code: 284428-01

Authorized Dealer and Repair Facilities:

Oahu
Hawthorne Pacific Corp
94-025 Farrington Hwy
Waipahu, HI 96797
Phone: (808) 677-9111

Kauai
Hawthorne Pacific Corp
1520 Haleukana St
Lihue, HI 96766
Phone: (808) 245-4058

Kona
Hawthorne Pacific Corp
74-5524 Kaiwi St
Kailua Kona HI 96740
Phone: (808) 329-4521

Hilo
Hawthorne Pacific Corp
171 Railroad Ave
Hilo, HI 96720
Phone: (808) 961-3437

Maui
Hawthorne Pacific Corp
470 Hana Hwy
Kahului, HI 96732
Phone: (808) 667-3160