JOSH B. GREEN, M.D.
GOVERNOR



### STATE OF HAWAII STATE PROCUREMENT OFFICE

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email: state.procurement.office@hawaii.gov

http://spo.hawaii.gov

July 31, 2025

TO: 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
University of Hawaii

County 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

FROM: Bonnie Kahakui, Administrator Jonne 9 Hakaku

SUBJECT: Change No. 3

SPO Price List Contract No. 24-09

NASPO VALUEPOINT HEAVY CONSTRUCTION & INDUSTRIAL EQUIPMENT

RFP OK-MA-192-23 **Expires: July 9, 2026** 

The following changes are made to the price list contract:

- 1. CNH Industrial America LLC is temporarily removed from contract and will be reinstated when compliant status is verified.
- 2. The point of contact for the University of Hawaii is updated.

The current price list contract including Change No. 3 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. 3 Effective: 07/31/2025

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

# NASPO VALUEPOINT HEAVY CONSTRUCTION & INDUSTRIAL EQUIPMENT

(RFP No. OK-MA-192-23) May 1, 2024 to July 9, 2026

#### 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 <a href="https://www.naspovaluepoint.org/portfolio/heavy-construction-industrial-equipment/">https://www.naspovaluepoint.org/portfolio/heavy-construction-industrial-equipment/</a>.



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

Executive Departments/Agencies Department of Education (DOE) School Facilities Authority (SFA)

Hawaii Health Systems Corporation (HHSC)

Office of Hawaiian Affairs (OHA)
University of Hawaii (UH)

Public Charter School Commission and Schools

House of Representatives (House)

Senate Judiciary City and County of Honolulu (C&C Honolulu)

Honolulu City Council

Honolulu Board of Water Supply

Honolulu Authority for Rapid Transportation

(HART)

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

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.

**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	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	Sarah Allen	956-2189	956-2093	Sarah-Jane.Allen@hawaii.edu	
Public Charter School Commission and Schools	Danny Vasconcellos	586-3775	586-3776	danny.vasconcellos@spcsc.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	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	
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: <a href="http://spo.hawaii.gov">http://spo.hawaii.gov</a>. 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.

Master Agreement Number: OK-SW-192-200

**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 <a href="http://tax.hawaii.gov/geninfo/countysurcharge">http://tax.hawaii.gov/geninfo/countysurcharge</a>.

**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: <a href="http://spo.hawaii.gov">http://spo.hawaii.gov</a>. Click on *Forms* on the home page.

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

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

The following Contractors have agreed to the FEMA special provisions:

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.





#### CATERPILLAR INC.

Master Agreement No. OK-SW-192-200

NASPO URL: <a href="https://www.naspovaluepoint.org/portfolio/heavy-construction-industrial-naspovaluepoint.org/portfolio/heavy-construction-industrial-naspovaluepoint.org/portfolio/heavy-construction-industrial-naspovaluepoint.org/portfolio/heavy-construction-industrial-naspovaluepoint.org/portfolio/heavy-construction-industrial-naspovaluepoint.org/portfolio/heavy-construction-industrial-naspovaluepoint.org/portfolio/heavy-construction-industrial-naspovaluepoint.org/portfolio/heavy-construction-industrial-naspovaluepoint.org/portfolio/heavy-construction-industrial-naspovaluepoint.org/portfolio/heavy-construction-industrial-naspovaluepoint.org/portfolio/heavy-construction-industrial-naspovaluepoint.org/portfolio/heavy-construction-industrial-naspovaluepoint.org/portfolio/heavy-construction-industrial-naspovaluepoint.org/portfolio/heavy-construction-industrial-naspovaluepoint.org/portfolio/heavy-construction-industrial-naspovaluepoint.org/portfolio/heavy-construction-naspovaluepoint.org/portfolio/heavy-construction-naspovaluepoint.org/portfolio/heavy-construction-naspovaluepoint.org/portfolio/heavy-construction-naspovaluepoint.org/portfolio/heavy-construction-naspovaluepoint.org/portfolio/heavy-construction-naspovaluepoint.org/portfolio/heavy-construction-naspovaluepoint.org/portfolio/heavy-construction-naspovaluepoint.org/portfolio/heavy-construction-naspovaluepoint.org/portfolio/heavy-construction-naspovaluepoint.org/portfolio/heavy-construction-naspovaluepoint.org/portfolio/heavy-construction-naspovaluepoint-naspovaluepoin

equipment/caterpillar-inc/

To view products: <a href="https://www.hawthornecat.com/">https://www.hawthornecat.com/</a>

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

Kona

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

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

Hawthorne Pacific Corp 1520 Haleukana St Lihue, HI 96766

Phone: (808) 245-4058

Hilo

Hawthorne Pacific Corp 171 Railroad Ave Hilo, HI 96720

Phone: (808) 961-3437