DAVID Y. IGE
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STATE OF HAWAII
STATE PROCUREMENT OFFICE

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March 3, 2016

TO:

Executive Departments/Agencies
Department of Education
(Excludes Charter Schools)
Hawaii Health Systems Corporation
Office of Hawaiian Affairs
University of Hawaii
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: Sarah Allen, Administrator

SUBJECT: **Change No. 4**
SPO Price List Contract No. 15-03
NASPO VALUEPOINT SECURITY & PROTECTION SERVICES
Expires: October 31, 2017
NASPO VALUEPOINT Contract No. 3047

The following change has been made to the price list contract:

Tec Pro Ltd is removed as an authorized vendor.

The current price list contract incorporating Change No. 4 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 Stanton Mato at (808) 586-0566 or stanton.d.mato@hawaii.gov.

STATE OF HAWAII
STATE PROCUREMENT OFFICE

SPO Price List Contract No. 15-03
Includes Change No. 4
Effective 03/03/2016

NASPO VALUEPOINT

SECURITY & PROTECTION SERVICES

NASPO ValuePoint RFP Contract No. 3047
February 27, 2014 to October 31, 2017

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 Nevada is the current lead agency and contract administrator for the NASPO ValuePoint Security & Protection Services contract. A request for competitive sealed proposals was issued on behalf of NASPO ValuePoint Cooperative Purchasing Organization and contracts were awarded to fifteen qualified Contractors. The State of Hawaii has signed a Participating Addendum with one contractor.

The purpose of this contract is for the purchase of security and protection services covering three categories. Category 1 – Access Control Systems, Category 2 – Burglar Alarms, Category 3 – Closed Circuit Television (CCTV).

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

NASPO
ValuePoint
formerly WSCA-NASPO

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

Executive Departments/Agencies
Department of Education (DOE)
(Excludes Charter Schools)
Hawaii Health Systems Corporation
Office of Hawaiian Affairs
University of Hawaii
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

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 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	Stanton Mato	586-0566	586-0570	stanton.d.mato@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

Jurisdiction	Name	Phone	FAX	E-mail
C&C of Honolulu	Procurement Specialist	768-5535	768-3299	bfspurchasing@honolulu.gov
Honolulu City Council	Clayton Wong	768-5084	768-5011	cwong@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	Florence Kakuda	241-4294	241-6297	fkakuda@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 PRICE 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 list contract.

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 nonprofits eligible to participate in cooperative purchasing.*

If interested, these nonprofits will contact the vendor to obtain concurrence on their participation. If a nonprofit wishes to purchase from a SPO price list contract, the nonprofit must obtain approval from each vendor, i.e., participation must be mutually agreed upon. A vendor may choose to deny participation by a nonprofit. Provided, however, if a nonprofit and vendor mutually agree to this arrangement, it is understood that the nonprofit will retain its right to purchase from other than a SPO price list contract vendor.

VENDORS. The following vendors are authorized to provide Security & Protection Services. They have signed a Master Agreement with the State of Nevada and a Participating Addendum with the State Procurement Office.

Hawaiya Technologies, Inc.

VENDOR CODES for annotation on purchase orders are obtainable from the *Alphabetical Vendor Edit Table Report* 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 Vendor List Contract No. 15-03, but the SPO shall not monitor compliance throughout the term of performance. Therefore, purchasing agencies are required to verify compliance 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 $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 vendors 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. 15-03 AND MASTER AGREEMENT NO. 3047 will be typed on purchase orders issued against this price list contract. For pCard purchases, the SPO PL Contract No. 15-03 and Master Agreement No. 3047 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 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.

SECURITY PROTECTION SYSTEMS COVERS 3 CATEGORIES

Category 1: Access Control Systems
Category 2: Burglar Alarm Systems
Category 3: Closed Circuit Television Systems (CCTV)

AWARDED VENDORS BY CATEGORY NUMBER

Vendor Name	Category Awarded
Hawaiya Technologies, Inc. (Hawaiya)	3

CATEGORY 1 – ACCESS CONTROL SYSTEMS

The Access Control Systems category includes, but, is not limited to the following services:

1. All aspects of access control system services.
   A. Consulting.
   B. Inspections as required by the using agency.
   C. Installation of new systems.
   D. Replacement or upgrade of systems.
   E. Removal of existing systems.
   F. Maintenance and repair (including emergency repairs) of systems.
   G. Integration of various types of systems.
   H. Provide and install all related equipment and miscellaneous items such as wire, fasteners, etc., that may be needed to complete work.
   I. Maintenance and repair (including emergency repairs) of systems.
      a. Respond on site to trouble calls within four (4) hours, including weekends and holidays.
      b. Repair personnel must carry adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched.
      c. Repair personnel must be prepared to provide an immediate replacement for defective equipment and shall not remove a defective unit without an immediate replacement.
      d. Replacement and repair of equipment must be provided to a specific location, or within an assigned geographical area inside a location.

2. Provide programming and work individually with each participating state's information technology staff when installing new or maintaining previously installed systems.

CATEGORY 2 – BURGLAR ALARM SYSTEMS

The Burglar Alarm Systems category includes, but, is not limited to the following services:

1. All aspects of burglar alarm system services.
   A. Consulting.
   B. System Monitoring:
      a. Provide a 24-hour (UL) station.
      b. Provide backup communication, i.e. radio or cell phone.
   C. Guarantee system performance.
   D. Inspections as required by using agency.
   E. Installation of new systems.

F. Replacement or upgrade of systems.
G. Removal of existing systems.
H. Maintenance and repair (including emergency repairs) of systems.
   a. Respond on site to trouble calls within four (4) hours, including weekends and holidays.
   b. Repair personnel must carry adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched.
   c. Repair personnel must be prepared to provide an immediate replacement for defective equipment and shall not remove a defective unit without an immediate replacement.
   d. Replacement and repair of equipment must be provided to a specific location, or within an assigned geographical area inside a location.
I. Integration of various systems.
J. Provide and install all related equipment and miscellaneous items such as wire, fasteners, etc., that may be needed to complete work.

2. The authorized agency representative and/or designee will identify the procedures by which work requests will be assigned.

3. The work provided within this section includes a complexity of various single zone and multi-zoned systems, including circuit boards, communication device(s), phone lines, system wiring, power supply, and batteries, installed with or without panic buttons, motion detectors, door sensors, window sensors, glass-break sensors, key pads and various notification devices (horns, strobes, etc.).

4. Existing systems must be matched in any new additions or new construction. During renovations, the system in the renovated area being replaced must match the system that is currently in operation and must become an integral part thereof. Vendors must ensure complete connectivity and integration to each existing system in those instances where an addition or upgrade is warranted.

5. Designate a project manager as the single point of contact who must be certified to program all alarm systems in use throughout agency facilities.

6. Vendors must possess the ability to provide for individual access codes.

CATEGORY 3 – CLOSED CIRCUIT TELEVISION SYSTEMS (CCTV)

The CCTV category includes, but, is not limited to the following services:

1. All aspects of CCTV Services.
   A. Consulting.
   B. Inspections as required by the using agency.
   C. Installation of new systems.
   D. Replacement or upgrade of systems.
   E. Removal of existing systems.
   F. Maintenance and Repair (including emergency repairs) of systems.
      a. Respond on site to trouble calls within four (4) hours, including weekends and holidays.
      b. Repair personnel must carry adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched.
      c. Repair personnel must be prepared to provide an immediate replacement for defective equipment and shall not remove a defective unit without an immediate replacement.
      d. Replacement and repair of equipment must be provided to a specific location, or within

an assigned geographical area inside a location.

G. Integration of various systems.

H. Provide and install all related equipment and miscellaneous items such as wire, fasteners, etc., that may be needed to complete work.

2. Provide the option to use CCTV video cards for video surveillance.
   A. Video cards must have the capability to handle from four (4) to twenty-four (24) cameras in the system.
   B. Vendors must offer video cards with various capacity sizes to meet all potential needs.
   C. All cameras used in an installation must be matched to work with the video card selected by the agencies.

3. Provide the option for agencies to build their own stand-alone computer to run the system, or request that the vendor build it for them.

4. Offer a wide variety of indoor and outdoor cameras and wireless transmitters to work in conjunction with video cards.

REQUIREMENTS FOR SCOPE OF WORK APPLIES TO CATEGORIES 1, 2, & 3

1. Agreements
   The agreement between vendors and Participating States will include, but are not limited to the following:
   A. Vendors shall not require agencies to sign any additional or separate agreements subordinate to the resulting contracting. Any special terms or provisions will be negotiated and may be included as part of a state's participating addendum. No changes will be made to the negotiated contract unless written approval is granted by the lead State (Nevada).
   B. Awarded vendors shall provide separate quotes within 48 hours of request (unless otherwise approved by agency) for each new or replacement installation as required by the using agency. (Quotes should offer price differences for purchases as requested by the user agency.
   C. Awarded vendors shall provide separate quotes within 48 hours of request (unless otherwise approved by agency) for maintenance of new and existing systems as required by each using agency. Quotes should offer price differences for purchase options as requested by using agency.
2. Background Checks
   A. All background checks must be completed after contracts have been awarded, but prior to any work being done. Background checks will be done be each agency/department or division per individual Participating States requirements at vendors expense.
   B. All vendors employees assigned to the contract may be required to submit and pass background checks.
   C. All costs associated with background checks shall be at vendor's expense.
   D. It is the vendor's responsibility to ensure the following:
      a. Vendors may not begin work on the contract until clearance has been issued by the using agency; and
      b. Notification and access to using agency facilities will be pre-authorized by using agency.

3. Public Works Projects
   Any projects that are federally funded may be subject to the requirements of Davis-Brown Act and/or the Davis-Bacon Wage Decision.

A. Labor prices for affected projects may be negotiated between the using entity and the contractor, provided the contractor provides adequate documentation for any negotiated increase.
   a. Documentation may include payroll records, copies of wage decisions, and/or other information that establishes a clear difference between the contractor's standard wage and the prevailing Davis-Bacon wage for any affected employee for that project.
   b. Under no circumstances will that price be increased by an amount higher than the difference between the normal hourly rate and the hourly rate required by the applicable Davis-Bacon Wage Division.
B. Vendors must include in job quotes the standard business hours and prevailing wage rate for the job location. Quotes should include shift differential, if any, for working nights and weekends.
C. Jobsites must be cleaned every day.
D. Awarded vendor(s) must complete any punch lists within five (5) days of receipt. Exceptions to this standard may be addressed on an individual project basis.

4. Asbestos
   A. Asbestos may be present within State-owned facilities, and may be encountered in previously inspected buildings.
   B. Upon discovering asbestos, or a suspected asbestos-containing material (ACM), all work shall immediately stop in the affected area and contact the project manager and/or building owner.
   C. The project manager and/or building owner shall assume responsibility for taking material samples for testing; and
   D. The project manager/building owner will convey all pertinent information regarding asbestos test results to the vendor and, if necessary, conduct any required remediation prior to resuming work in the affected area.
   E. All remediation work must be performed by a contractor specifically licensed and/or certified to perform asbestos remediation.
   F. Vendors may be held liable for violations of any applicable federal, state and/or local environmental laws or regulations, whether committed through action or inaction.

5. General Requirements
   A. Vendors must guarantee workmanship at vendor's expense for a period of twelve (12) months from date of installation.
   B. Work shall be performed in accordance with manufacturer's recommendations and with all current local codes, regulations and installation guidelines.
   C. The awarded vendor(s) may be required to do some work after normal business hours, however, it is anticipated that most work will be completed during normal business hours.
   D. Vendor staff is responsible for performing a standard site walk-through and providing competent personnel to perform the specific scope(s) required. Due to the nature of these scopes of work and the liability involved, each Participating State will have the final determination of competency in all matters regarding personnel provided by the vendor.
   E. Once the awarded vendor(s) has possession of the equipment to be installed, the responsibility for all equipment, including storage during installation work, shall be at the awarded vendor's expense when storage space is unavailable at the jobsite.
   F. Penalty for Improper Pricing
      a. It is the vendor's responsibility to ensure that all prices proposed for all projects are accurate and consistent with the terms of the contract.
      b. For all projects completed under this contract: if a vendor submits an invoice containing incorrect pricing in favor of the vendor, that vendor shall submit a new, corrected invoice with a 10% reduction in cost for each incorrectly priced item.

6. Standard of Performance and Acceptance
   A. The Standard of Performance applies to all product(s) purchased under this Master Agreement, including any additional, replacement, or substitute product(s), as well as any product(s) which are modified by or with the written approval of the vendor after Acceptance by the participating entity.
   B. The Acceptance Testing period shall be seven (7) calendar days, or any other time period identified in the solicitation or the Participating Addendum, beginning with the day after the product is installed certification is received that the product is ready for Acceptance Testing.
   C. If the product does not meet the Standard of Performance during the initial period of Acceptance Testing, the participating entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the Standard of Performance is met.
   D. Upon rejection, the vendor will have three (3) calendar days to cure any Standard of Performance issue(s).
   E. If, after the cure period, the product still has not met the Standard of Performance, the participating entity may, at its option:
      a. Declare the vendor to be in breach and terminate the order.
      b. Demand a replacement product from the vendor at no additional cost to participating entity; or
      c. Continue the cure period for an additional time period agreed upon by the participating entity and the vendor.
      d. Vendor shall pay all costs related to the preparation and shipping of returned products.
      e. No product shall be accepted and no charges shall be paid until the Standard of Performance is met.
      f. The warranty period will begin upon the using agencies approval.

7. State Owned Property
   The awarded vendor shall be responsible for the proper custody and care of any State owned property furnished by the State for use in connection with the performance of the contract and will reimburse the State of any loss or damage.

8. Inspection/Acceptance of Work
   A. It is expressly understood and agreed all work done by the contractor shall be subject to inspection and acceptance by the State.
   B. Any progress inspections and approval by the State of any item of work shall not forfeit the right of the State to require the correction of any faulty workmanship or material at any time during the course of the work and warranty period thereafter, although previously approved by oversight.

   C. Nothing contained herein shall relieve the contractor of the responsibility for proper installation and maintenance of the work, materials and equipment required under the terms of the contract until all work has been completed and accepted by the State.

9. Travel
   If travel is required, the following processes must be followed:
   A. All travel must be approved in writing in advance by the Division/Agency.
   B. Requests for reimbursement of travel expenses must be submitted on the State Claim for Travel Expense Form with original receipts for all expenses.
   C. The travel expense form, with original signatures, must be submitted with the vendor's invoice.
   D. Vendor will be reimbursed travel expenses and per diem at the rates allowed for State employees at the time travel occurs.

E. The State is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by vendor for a rental vehicle.

10. Completion of Work
Prior to completion of all work, the contractor shall remove from the premises all equipment and materials belonging to the contractor. Upon completion of the work, the contractor shall leave the site in a clean and neat condition satisfactory to the State.

11. Source Code Ownership
Vendors must turn over any existing software access codes, passwords, keys, any information necessary to gain full access to the system, or other authentication mechanisms to provide administrative access to systems upon requests as described below or in the event the vendor's contract is ended.

The following sections below apply to customized software development and not off the shelf solutions:

A. The contractor agrees that in addition to all other rights set forth in this section the State shall have a nonexclusive, royalty-free and irrevocable license to reproduce or otherwise use and authorize others to use all software, procedures, files and other documentation comprising the project at any time during the period of the contract and thereafter.
B. The contractor agrees to deliver such material to the State within 20 business days from receipt of the request by the State. Such request may be made by the State at any time prior to the expiration of the contract. Contractor must turn over such materials immediately upon request of the State Fire Marshal or local fire authorities, or upon termination of the contract.
C. The license shall include, but not limited to:
   a. All supporting programs in the most current version;
   b. All data files in the most current version;
   c. User and operational manuals and other documentation;
   d. System and program documentation describing the most current version of the system, including the most current versions of source and object code;
   e. Training programs for the State and other designated State staff, their agents, or designated representatives, in the operating and maintenance of the system;
   f. Any, and all performance-enhancing operational plans and products, exclusive of equipment; and
   g. All specialized or specially modified operating system software and specially developed programs, including utilities, software and documentation used in the operation of the system.
   h. Any specialized equipment, hardware, connecting cables, etc. to allow full interface with the system.
D. All computer source and executable programs, including development utilities, and all documentation of the installed system enhancements and improvements shall become the exclusive property of the State and may not be copied or removed by the contractor or any employee of the contractor without the express written permission of the State.
E. Proprietary software proposed for use as an enhancement or within a functional area of the system may require the contractor to give, or otherwise cause to be given, to the State an irrevocable right to use the software as part of the system into perpetuity.
F. Exemptions may be granted if the proprietary product is proposed with this right in place and is defined with sufficient specificity in the proposal that the State can determine whether to fully accept it as the desired solution.

G. The contractor shall be required to provide sufficient information regarding the objectives and specifications of any proprietary software to allow its function to be duplicated by other commercial or public domain products.
H. The software products (i.e. search engine) must be approved by the State. The State reserves the right to select such products.
I. Ongoing upgrades of the application software must be provided through the end of the contract.
J. Any other specialized software not covered under a public domain license to be integrated into the system must be identified as to its commercial source and the cost must be identified in ***Attachment G, Cost Schedule.***
K. The State may, at is option, purchase commercially available software components itself.
L. Title to all portions of the system must be transferred to the State including portions (e.g., documentation) as they are created, changed and/or modified.
M. The contractor must convey to the State, upon request and without limitation, copies of all interim work products, system documentation, operating instructions, procedures, data processing source code and executable programs that are part of the system, whether they are developed by the employees of the contractor or any subcontractor as part of this contract or transferred from another public domain system or contract.
N. The provision of ***Source Code Ownership*** must be incorporated into any subcontract that relates to the development, operation or maintenance of any component part of the system.

12. Escrow Account
   A. The State may require contractor to establish an escrow account. The escrow agent chosen for this transaction must be acceptable to the State.
   B. If required, the escrow account must contain the following items:
      a. Two copies of the source code (preferably commented code) including all listing of the lines of programming and any custom developed code for the system for each version of the software on virus-free magnetic media, compiled and ready to be read by a computer;
      b. A complete copy of the executable code including table structures, data structures, system tables and data;
      c. A golden master of the software.
      d. Build scripts;
      e. Any configuration files separate from the build scripts;
      f. Object libraries;
      g. Application Program Interfaces (APIs);
      h. Compilation instructions in written format or recorded on video format;
      i. Complete documentation on all aspects of the system including design documentation, technical documentation and user documentation; and
      j. Names and addresses of key technical employees that a license may hire as a subcontractor in the event the contractor ceases to exist.
   C. The escrow deposit materials must be shipped to the escrow agent via a traceable courier or electronically. Upon receipt of the materials, the escrow agent must verify that the contents of the deposit are in good working order and certify the same to the State.
   D. The escrow agency must store the materials in a media vault with climate control and a clean-agent fire extinguishing system.
   E. In the event that contractor becomes insolvent, subject to receivership, or becomes voluntary or involuntary subject to the jurisdiction of the bankruptcy court, or if the contractor fails to provide maintenance and/or support for the product as outlined in the contract, or the contractor discontinues the product, the State will be entitled to access the

software source code and related items for use in maintaining the system either by its own staff or by a third party.

Any costs associated with an escrow account must be included in Attachment G, Cost Schedule.

13. Ownership of Information and Data
    A. The State shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, installed, improved or furnished by the contractor under this contract.
    B. All files containing any information pertaining to RFP 3047 are the sole and exclusive property of the State. The contractor agrees not to use information obtained for any purposes not directly related to this contract without prior written permission from the State.
    C. Contractor agrees to abide by all federal and State confidentiality requirements.

14. Guaranteed Access to Software
    A. The State shall have full and complete access to all source code, documentation, utilities, software tools and other similar items used to develop/install or maintaining the equipment under ***RFP 3047*** after it is operating in a production environment.
    B. For any of the above-mentioned items not turned over to the State upon completion of the installation, the contractor must provide a guarantee to the State of uninterrupted future access to, and license to use, those items. The guarantee must be binding on all agents, successors and assignees of the contractor and subcontractor.
    C. The State reserves the right to consult legal counsel as to the sufficiency of the licensing agreement and guarantee of access offered by the contractor.

15. Patent or Copyright Infringement
    To the extent of any limited liability express in the contract, the contractor agrees to indemnify, defend and hold harmless, not excluding the State's rights to participate, the State from any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees and expenses, arising out of any claims of infringement by the contractor of any United States Patent or trade secret, or any copyright, trademark, service mark, trade name or similar proprietary rights conferred by common law or by any law of the United States or any state said to have occurred because of systems provided or work performed by the contractor, and the contractor shall do what is necessary to render the subject matter non-infringing in order that the State may continue its use without interruption or otherwise reimburse all consideration paid by the State to the contractor.

16. Key Personnel
    Key personnel will be incorporated into the contract. The vendor's proposed key personnel establish a standard of quality for replacements, as determined by the State in its sole discretion. The vendor shall replace key personnel when needed with personnel having equivalent education, knowledge, skills and ability. Replacement of key personnel may be accomplished in the following manner:
    A. A representative of the contractor authorized to bind the company will notify the State in writing of the change in key personnel.
    B. The State may accept the change of key personnel by notifying the contractor in writing.
    C. The signed acceptance will be considered to be an update to the key personnel and will not require a contract amendment. A copy of the acceptance must be kept in the official contract file.

D. Replacements to key personnel are bound by all terms and conditions of the contract and any subsequent issue resolutions and other project documentation agreed by the previous personnel.
E. If key personnel are replaced, someone with comparable skill and experience level must replace them.
F. At any time that the contractor provides notice of the permanent removal or resignation of any of the management, supervisory or other key professional personnel and prior to the permanent assignment of replacement staff to the contract, the contractor shall provide a resume and references for a minimum of two (2) individuals qualified for and proposed to replace any vacancies in key personnel, supervisory or management position.
G. Upon request, the proposed individuals will be made available within five (5) calendar days of such notice for an in-person interview with State staff at no cost to the State.
H. The State will have the right to accept, reject or request additional candidates within five (5) calendar days of receipt of interviews with the proposed individuals, whichever comes later.
I. A written transition plan must be provided to the State prior to approval of any change in key personnel.
J. The State reserves the right to have any contract or management staff replaced at the sole discretion and as deemed necessary by the State.

17. Authorization to Work
Contractor is responsible for ensuring that all employees and/or subcontractors are authorized to work in the United States.

18. Delivery
All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain with the contractor until final inspection and acceptance, when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back-ordered shall be shipped without charges.

HAWAIYA TECHNOLOGIES, INC.

Remit Payment to:

Hawaiya Technologies, Inc., 99-1312 Koaha Place Suite 103, Aiea, HI 96701-5500

Remit Purchase Orders to:

Hawaiya Technologies, Inc., WSCA Sales #3047, 99-1312 Koaha Place Suite 103 Aiea, HI 96701-5500

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1. For price quotes, product information, changes, billings, delivery status, please contact:

   Ms. Mun-Won Chang
   99-1312 Koaha Place, Aiea, HI 96701-5500
   Phone: (808) 944-0913 or (808) 372-7288 after 5:00pm
   Fax: (808) 441-5900
   Email: mwchang@hawaiyatech.com or sales-wsca@hawaiyatech.com

2. Agencies shall provide the following information when requesting for price quotes:
   a. Itemized list of parts and accessories, and/or Statement of Work for the services if requesting a design/installation services.
   b. Hawaiya will provide a price quote within 5 work days. Send inquires to sales-wsca@hawaiyatech.com if your order confirmation has not been received

3. Purchase Order Instructions:
   a. Purchase Orders should contain the following information:
      - NASPO ValuePoint Master Price Agreement # 3047 and the State Procurement Office Price List Contract No. 15-03.
      - Requester's Department Name, Address, Contact Name, & Phone-Number
      - Purchase order amount, itemized list of parts and accessories, and Statement of Work for the service contract. Please channel your PO to Hawaiya Technologies, Inc. for proper ordering, installation, services, and maintenance of your unit.

4. For NASPO ValuePoint pricing, go to: http://hawaiyatech.com/wordpress/wsca/

5. Personnel conducting or participating in utilizing this Price/Vendor List Contract is responsible to complete form SPO-010, *Record of Procurement* when an award is for $5,000 or greater. All non-responsive vendor(s) and related pertinent information to this procurement shall be notated in Part C. The completed and properly signed (personnel with delegated authority) copy of the SPO-010 shall be kept in the procurement/contract file.