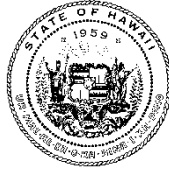


DAVID Y. IGE
GOVERNOR



SARAH ALLEN
ADMINISTRATOR
MARA SMITH
ASSISTANT ADMINISTRATOR

**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

P.O. Box 119
Honolulu, Hawaii 96810-0119
Tel: (808) 586-0554
email: state.procurement.office@hawaii.gov
<http://spo.hawaii.gov>
Twitter: [@hawaiispo](https://twitter.com/hawaiispo)

January 27, 2017

TO: Executive Departments/Agencies City and County of Honolulu
Department of Education Honolulu City Council
(Excludes Charter Schools) 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
House of Representatives County of Hawaii – Department of Water Supply
Senate County of Maui
Judiciary Maui County Council
County of Maui – Department of Water Supply
County of Kauai
Kauai County Council
County of Kauai – Department of Water

FROM: For Sarah Allen, Administrator *Mara Smith*

SUBJECT: **Change No. 1**
SPO Price List Contract No. 17-07
**NASPO VALUEPOINT PUBLIC SAFETY COMMUNICATION EQUIPMENT –
PHASE TWO – STATEWIDE**
RFP Reference No. 05715
Expires: June 30, 2018

The following change is made to the price list contract:

1. Add ErgoFlex Systems, Inc. dba Xybix Systems to this price list contract.
2. New Point of Contact for the Honolulu City Council.

The current price list contract incorporating Change No. 1 is available on the SPO website: <http://spo.hawaii.gov>. Click on *Price & Vendor Lists 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. 17-07
Includes Change No. 1
Effective 1/27/2017

**NASPO VALUEPOINT
PUBLIC SAFETY COMMUNICATION EQUIPMENT PHASE TWO**
(RFP Reference No. 05715)
December 16, 2016 to June 30, 2018

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 Washington is the current lead agency and contract administrator for the NASPO ValuePoint Public Safety Communication Equipment Phase Two contract. A request for competitive sealed proposals was issued on behalf of NASPO ValuePoint Cooperative Purchasing Organization and contracts were awarded to 21 qualified Contractors. The State of Hawaii has signed a Participating Addendum with six (6) Contractors.

The purpose of this contract is to provide Gateway Devices, Microwave Radios (3-6 GHz and 900 MHZ), Batteries, Shelters, Furniture, Towers, Power Systems, Monitoring & Testing for voice communication support equipment. During the term of the contract, awarded vendors may request for inclusion of new and improved technology products pending approval from the Lead State Contract Administrator.

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



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

Executive Departments/Agencies	C&C of Honolulu
DOE	Honolulu City Council
(Excludes Charter Schools)	Honolulu Board of Water Supply
HHSC	HART
OHA	County of Hawaii
UH	Hawaii County Council
House	County of Hawaii-Department of Water Supply
Senate	County of Maui
Judiciary	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.

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	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 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
C&C of Honolulu	Procurement Specialist	768-5535	768-3299	bfpurchasing@honolulu.gov
Honolulu City Council	Heather Murakami	768-5084	768-1363	hmurakami@honolulu.gov
Honolulu Board of Water Supply	Vicki Kitajima	748-5151	550-9193	vkitajima@hbws.org

Jurisdiction	Name	Telephone	Fax	E-mail
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 L. Matsumoto	961-8050 x224	961-8657	kmatsumoto@hawaii.dws.org
County of Maui	Greg King	249-2403 x30	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	245-5426	241-5813	ftateishi@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 Washington and a Participating Addendum with the Hawaii State Procurement Office.

Global Technology Systems, Inc. (Global) Sabre Communications Corporation (Sabre)
Power Products Unlimited, Inc. (PPU) TASC Systems, Inc. (TASC)
Vertex Structures, Inc. dba Vertex Plastics
ErgoFlex Systems, Inc., dba Xybix Systems (Xybix)

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 Vendor List Contract No. 16-18. *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. 17-07 & NASPO VALUEPOINT MASTER AGREEMENT NUMBER 05715 shall be typed on purchase orders issued against this price list contract. For pCard purchases, the SPO PL Contract No. 17-07 and the NASPO ValuePoint Master Agreement Number 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 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.

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.

AWARD CATEGORIES

Category/Subcategory

Batteries

Modular Flooded Lead Acid:	None Awarded
Modular Valve Regulated Lead Acid:	None Awarded
Mono-Block Valve Regulated Acid:	None Awarded
Portable Radio:	Global Technology Systems, Inc. Power Products Unlimited, Inc.

Equipment Shelters

Ballasted:	None
Concrete:	Sabre Communications Corporation
Fiberglass	Vertex Structures, Inc. dba Vertex Plastics
Framed Light-Weight:	Sabre Communications Corporation
Outdoor Cabinet:	Sabre Communications Corporation

Furniture

Dispatch Console:	Xybix
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Interoperability Gateway Devices

None

Microwave Radio

Carrier Grade, Packet Data:	None
Carrier Grade, Native Time Division Multiplex:	None
Network Grade:	None
Native IP, Sub 5.9 GhZ:	None
Native IP, 900 MhZ	None Awarded

Monitoring & Alarm

Environmental:	None Awarded
Radio Network:	TASC Systems, Inc.

Power Systems

DC Conversion:	None Awarded
Fuel Cell:	None
Electro-Mechanical Generators:	None Awarded
Uninterruptable Power Supply	None Awarded

Test Equipment

Multifunction Radio Test Set	None
Specialized RF Instruments	None

Towers

Overall Specification	Not Evaluated
Accessories & Appurtenances	Sabre Communications Corporation
Deployable/Temporary	Sabre Communications Corporation
Guyed	Sabre Communications Corporation

Towers

Guyed, Light	Sabre Communications Corporation
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Lattice
Lattice, Light
Monopole
Passive Microwave Repeater

Sabre Communications Corporation
Sabre Communications Corporation
Sabre Communications Corporation
None

DEFINITIONS

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary right, in tangible form, and all rights, title, and interest therein.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to its Master Agreement. The term *Products*, supplies and services, and products and services are used interchangeably in these terms and conditions.

SHIPPING AND DELIVERY

The prices are the delivered price to any Participating Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.

All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents.

INSPECTION AND ACCEPTANCE

The Purchasing Entity inspection of all materials, supplies and equipment upon delivery is for the purpose of forming a judgement as to whether such delivered items are what was ordered, were properly delivered and ready for acceptance. Such inspection shall not be construed as final acceptance, or as acceptance of the materials, supplies or equipment, if the materials, supplies or equipment does not conform to contractual requirements.

If there are any apparent defects in the materials, supplies, or equipment at the time of delivery, the Purchaser will promptly notify the Contractor. Without limiting any other rights, the Purchaser may require the Contractor to: (1) repair or replace, at Contractor's expense, any or all of the damaged goods; (2) refund the price of any or all of the damaged goods; or (3) accept the return of any or all of the damaged goods.

Any standard of performance applies to all Products purchase, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its

discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay costs related to the preparation and shipping of Product returned pursuant to the section. No product shall be accepted and no charges shall be paid until the standard of performance is met. The warranty period will begin upon Acceptance.

SYSTEM FAILURE OR DAMAGE

In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

AGENCY INSTRUCTIONS FOR PRICE QUOTES

1. For purchases under \$5,000:
 - a. Obtain a minimum of one (1) price quote from a manufacturer or authorized dealer.
 - b. Form SPO-010 is optional.
 - c. Award is based on best value.
2. For purchases from \$5,000 or more:
 - a. Obtain a price quote from two or more different contractors or authorized dealers, if any.
 - b. Complete Form SPO-010.
 - c. Award is based on best value.
3. Personnel conducting or participating in utilizing Price List Contract No. 16-07 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.

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

DEALERS

CONTACT

INFORMATION

GLOBAL TECHNOLOGY SYSTEMS, INC.

MASTER AGREEMENT NO. 05715

To view Global Technology Systems, Inc. pricing, specifications, brochures, go to:

<http://naspovaluepoint.org/#/contract-details/74/contractor/395>

For price quotes, contact Diane Foley at Global Technology Systems, Inc.

Payment is made to: Global Technology Systems, Inc.

Global Technology Systems, Inc.

Name: Diane Foley
550 Cochituate Road, Suite 15
Farmingham, MA 01701
Phone: (508) 907-6695
Email: dfoley@gtspower.com

Remit Payment To:

Global Technology Systems, Inc.
PO Box 847960
Boston MA 02284
Vendor Code: 321678-00

POWER PRODUCTS UNLIMITED, INC.

MASTER AGREEMENT NO. 05715

To view Power Products Unlimited, Inc. pricing and specifications, go to:

<http://naspovaluepoint.org/#/contract-details/74/contractor/404>

For price quotes, contact Stacy Cambareri at Power Products Unlimited, Inc.

Payment is made to: Power Products Unlimited, Inc.

Power Products Unlimited, Inc.

Name: Stacy Cambareri
2170 Brandon Trail
Alpharetta, GA 30004
Phone: (800) 529-1618 x139
Email: stacy@powerproducts.com

Remit Payment To:

Power Products Unlimited, Inc.
2170 Brandon Trail
Alpharetta, GA 30004
Vendor Code: 342646-00

SABRE COMMUNICATIONS CORPORATION

MASTER AGREEMENT NO. 05715

To view Sabre Communications Corporation pricing and specifications, go to:

<http://naspo.valuepoint.org/#/contract-details/74/contractor/412>

For price quotes, contact Heath Peterson at Sabre Communications Corporation.

Payment is made to: Sabre Communications Corporation.

Sabre Communications Corporation

Name: Heath Peterson

7101 Southbridge Drive

Sioux City, IA 51111

Phone: (712) 224-1455

Email: hgpeterson@sabreindustries.com

Remit Payment To:

Sabre Communications Corporation

P.O. Box 658

Sioux City, IA 51102-0658

Attn: Bonnie Fiscus

Email: bjiscus@sabreindustries.com

Vendor Code: 325240-00

TASC SYSTEMS, INC.

MASTER AGREEMENT NO. 05715

To view TASC Systems, Inc. pricing and specifications, go to:

<http://naspo.valuepoint.org/#/contract-details/74/contractor/417>

For price quotes, contact Bill Neale at TASC Systems, Inc.
Payment is made to: TASC Systems, Inc.

TASC SYSTEMS, INC.

Name: Bill Neale

9415 – 202 Street

Langley, British Columbia Canada V1M 4B5

Phone: (855) 337-8235

Email: bneale@tascsystems.com

Remit Payment To:

TASC Systems Inc.

9415 - 202 Street

Langley, British Columbia Canada V1M 4B5

Vendor Code: 342625-00

VERTEX STRUCTURES, INC. dba VERTEX PLASTICS

MASTER AGREEMENT NO. 05715

To view Vertex Structures, Inc. dba Vertex Plastics pricing and specifications, go to:

<http://naspo.valuepoint.org/#/contract-details/74/contractor/400>

For price quotes, contact Kathy Batrouny at Vertex Structures, Inc. dba Vertex Plastics

Payment is made to: Vertex Structures, Inc. dba Vertex Plastics

For price quotes, contact:

Vertex Structures Inc. dba Vertex Plastics

Contact: Kathy Batrouny

PO Box 456

Kearney, MO 64060

Phone: (816) 635-6727

Fax: (913) 273-0248

Email: kbatrouny@vertexstructures.com or sales@vertexstructures.com

Remit Payment To:

Vertex Structures Inc. dba Vertex Plastics

PO Box 456

Kearney, MO 64060

Vendor Code: 342624-00

ERGOFLEX SYSTEMS, INC. dba Xybix Systems

MASTER AGREEMENT NO. 05715

To view Xybix Systems pricing, specifications, brochures, go to:

<http://naspovaluepoint.org/#/contract-details/74/contractor/401>

For price quotes, contact Ken Carson at Xybix Systems

Payment is made to: Xybix Systems

Xybix Systems

Name: Ken Carson
82007 SouthPark Circle
Littleton, CO 80120
Phone: (303) 683-5656
Fax: (303) 683-5454
Email: kenc@xybix.com

Remit Payment To:

Xybix Systems
8207 SouthPark Circle
Littleton, CO 80120