

DAVID Y. IGE  
GOVERNOR



SARAH ALLEN  
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](mailto:state.procurement.office@hawaii.gov)  
<http://spo.hawaii.gov>  
Twitter: [@hawaiispo](https://twitter.com/hawaiispo)

October 30, 2018

TO: Executive Departments/Agencies      City and County of Honolulu  
Department of Education      Honolulu City Council  
Hawaii Health Systems Corporation      Honolulu Board of Water Supply  
Office of Hawaiian Affairs      Honolulu Authority for Rapid Transportation  
University of Hawaii      County of Hawaii  
Public Charter School Commission      Hawaii County Council  
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: For Sarah Allen, Administrator *Sarah A. Kakaku*

SUBJECT: **Change No. 3**  
SPO Price List Contract No. 18-08  
**NASPO VALUEPOINT SECURITY & FIRE PROTECTION SERVICES-STATEWIDE**  
NASPO VALUEPOINT Solicitation No. 3407  
**Expires: July 31, 2019**

The following change is made to the price list contract.

A new point of contact for the Executive Department is updated.

The current price list contract incorporating Change No. 3 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 Matthew Chow at (808) 586-0577 or [matthew.m.chow@hawaii.gov](mailto:matthew.m.chow@hawaii.gov).

## WHERE TO FIND

Information on NASPO ValuePoint.....	2
Participating Jurisdictions / Points of Contact .....	3-4
Nonprofit Organizations / Contractors Listing .....	4
Vendor Codes, HCE, pCard, PO, GET, Payment Terms, SPO-12.....	5
Service Categories & Descriptions.....	6-10
For All Categories The Vendor, Agreements, Background Checks .....	10-12
Public Works Projects, General Requirements, Penalty for Improper Pricing .....	12-13
Standard Performance and Acceptance, Travel, Authorization To Work .....	13
System Compliance Warranty, Express Warranties, .....	14-15
Type of Service provided by Johnson Controls Fire Protection	
Oahu .....	16
Maui .....	17
Hawaii & Kauai .....	18
Molokai & Lanai .....	19
Agency Instructions – For Price Quotes .....	20
Johnson Controls Contact Information .....	21

**STATE OF HAWAII  
STATE PROCUREMENT OFFICE**

**SPO Price List Contract No. 18-08**  
Replaces SPO Vendor List Contract No. 15-03  
Includes Change No. 3  
Effective 10/30/2018

**NASPO VALUEPOINT  
SECURITY & FIRE PROTECTION SERVICES - STATEWIDE**  
(NASPO VALUEPOINT RFP 3407)  
**November 1, 2017 to July 31, 2019**

**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 Nevada is the current lead agency and contract administrator for the NASPO ValuePoint Security & Fire Protection Services contract. A request for competitive sealed proposals was issued on behalf of NASPO ValuePoint Cooperative Purchasing Organization and contracts were awarded to nineteen (19) qualified Contractors of which only six (6) contractors were awarded to do business in the State of Hawaii. The State of Hawaii has signed a Participating Addendum with one (1) Contractor.

This contract offers nine (9) categories. (1) Access Control Systems, (2) Burglar Alarms, (3) Surveillance Services & Equipment, (4) Portable Fire Extinguishers, (5) Fire Extinguishing Systems, (6) Fire Sprinkler Systems, (7) Fire Alarm/Protective Signaling Systems, (8) High Security Control Systems, and (9) Inspections & Monitoring for (Fire Extinguishing Systems, Fire Sprinkler Systems, Alarm Monitoring, Fire Alarm/Protective Signaling Systems).

For additional information on this contract, visit the NASPO ValuePoint website at [www.naspovaluepoint.org](http://www.naspovaluepoint.org).



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

Executive Departments/Agencies	City and County of Honolulu
Department of Education	Honolulu City Council
Hawaii Health Systems Corporation	Honolulu Board of Water Supply
Office of Hawaiian Affairs	Honolulu Authority for Rapid Transportation
University of Hawaii	County of Hawaii
Public Charter School Commission and Schools	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

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	<a href="mailto:matthew.m.chow@hawaii.gov">matthew.m.chow@hawaii.gov</a>
DOE	Procurement Staff	675-0130	675-0133	<a href="mailto:doeprocure@notes.k12.hi.us">doeprocure@notes.k12.hi.us</a>
HHSC	Jeff Dansdill	657-3721		<a href="mailto:jedansdill@hhsc.org">jedansdill@hhsc.org</a>
OHA	Phyllis Ono-Evangelista	594-1833	594-1865	<a href="mailto:phylliso@oha.org">phylliso@oha.org</a>
UH	Karlee Hisashima	956-8687	956-2093	<a href="mailto:karlee@hawaii.edu">karlee@hawaii.edu</a>
Public Charter School Commission and Schools	Danny Vasconcellos	586-3775	586-3776	<a href="mailto:danny.vasconcellos@spcsc.hawaii.gov">danny.vasconcellos@spcsc.hawaii.gov</a>
House	Brian Takeshita	586-6423	586-6401	<a href="mailto:takeshita@capitol.hawaii.gov">takeshita@capitol.hawaii.gov</a>
Senate	Carol Taniguchi	586-6720	586-6719	<a href="mailto:c.taniguchi@capitol.hawaii.gov">c.taniguchi@capitol.hawaii.gov</a>
Judiciary	Tritia Cruz	538-5805	538-5802	<a href="mailto:tritia.l.cruz@courts.hawaii.gov">tritia.l.cruz@courts.hawaii.gov</a>
C&C of Honolulu	Procurement Specialist	768-5535	768-3299	<a href="mailto:bfpurchasing@honolulu.gov">bfpurchasing@honolulu.gov</a>

Jurisdiction	Name	Telephone	Fax	E-mail
Honolulu City Council	Heather Murakami	768-5084	768-1363	<a href="mailto:hmurakami@honolulu.gov">hmurakami@honolulu.gov</a>
Honolulu Board of Water Supply	Vicki Kitajima	748-5151	550-9193	<a href="mailto:vkitajima@hbws.org">vkitajima@hbws.org</a>
HART	Nicole Chapman	768-6135	768-5110	<a href="mailto:nchapman@honolulu.gov">nchapman@honolulu.gov</a>
County of Hawaii	Steve Wilhelm Sebastian Callaway	961-8440	961-8248	<a href="mailto:purchasing@hawaiicounty.gov">purchasing@hawaiicounty.gov</a>
Hawaii County Council	Steve Wilhelm Sebastian Callaway	961-8440	961-8248	<a href="mailto:purchasing@hawaiicounty.gov">purchasing@hawaiicounty.gov</a>
County of Hawaii- Department of Water Supply	Ka'iulani L. Matsumoto	961-8050 x224	961-8657	<a href="mailto:kmatsumoto@hawaii.dws.org">kmatsumoto@hawaii.dws.org</a>
County of Maui	Greg King	249-2403 x30	249-0839	<a href="mailto:greg.king@co.maui.hi.us">greg.king@co.maui.hi.us</a>
Maui County Council	Greg Garneau	270-7664	270-7686	<a href="mailto:greg.garneau@mauicounty.us">greg.garneau@mauicounty.us</a>
County of Maui- Department of Water Supply	Kenneth L. Bissen Holly Perdido	270-7684 270-7684	270-7136 270-7136	<a href="mailto:ken.bissen@co.maui.hi.us">ken.bissen@co.maui.hi.us</a> <a href="mailto:holly.perdido@co.maui.hi.us">holly.perdido@co.maui.hi.us</a>
County of Kauai	Ernest Barreira	241-4295	241-6297	<a href="mailto:ebarreira@kauai.gov">ebarreira@kauai.gov</a>
Kauai County Council	Lisa Ishibashi Scott Sato	241-4820 241-4810	241-6349 241-6349	<a href="mailto:lishibashi@kauai.gov">lishibashi@kauai.gov</a> <a href="mailto:ssato@kauai.gov">ssato@kauai.gov</a>
County of Kauai- Department of Water	Marcelino Soliz	245-5470	241-5813	<a href="mailto:msoliz@kauaiwater.org">msoliz@kauaiwater.org</a>

**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 Nevada and a Participating Addendum with the Hawaii State Procurement Office.

<u>Company Name</u>	<u>Master Agreement Number</u>
Johnsons Controls Fire Protection LP	3407

**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. 18-08. *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. 18-08 & NASPO VALUEPOINT MASTER AGREEMENT NUMBER 3407** shall be typed on purchase orders issued against this price list contract. For pCard purchases, the SPO PL Contract No. 18-08 and the NASPO ValuePoint Master Agreement Number 3407 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.

**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.

## **SECURITY & FIRE PROTECTION SERVICES CATEGORIES**

**CATEGORY 1: ACCESS CONTROL SYSTEMS - INSTALLATION**

**CATEGORY 2: BURGLAR ALARMS - INSTALLATION**

**CATEGORY 3: SURVEILLANCE SERVICES & EQUIPMENT - INSTALLATION**

**CATEGORY 4: PORTABLE FIRE EXTINGUISHERS - INSTALLATION**

**CATEGORY 5: FIRE EXTINGUISHING SYSTEMS - INSTALLATION**

**CATEGORY 6: FIRE SPRINKLER SYSTEMS - INSTALLATION**

**CATEGORY 7: FIRE ALARM/PROTECTIVE SIGNALING SYSTEMS - INSTALLATION**

**CATEGORY 8: HIGH SECURITY CONTROL SYSTEMS - INSTALLATION**

**CATEGORY 9: INSPECTION & MONITORING**

- **Fire Extinguishing Systems**
- **Fire Sprinkler Systems**
- **Alarm Monitoring**
- **Fire Alarm/Protective Signaling Systems**

## **SCOPE OR WORK: CATEGORY DESCRIPTIONS**

### **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.
2. Installation of new systems.
3. Replacement or upgrade of systems.
4. Removal of existing systems.
5. Integration of various types of systems.
6. Provide and install all related equipment and any items necessary for operation and installation of equipment such as wires and fasteners that are needed to complete work.
7. 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.

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

## **CATEGORY 2: BURGLAR ALARMS**

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

1. All aspects of burglar alarm system services.
2. System Monitoring:
  - a. Provide a 24-hour (UL) station.
  - b. Provide backup communication, i.e. radio or cell phone.
3. Installation of new systems.
4. Replacement or upgrade of systems.
5. Removal of existing systems.
6. 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.
7. Integration to existing systems as requested.
8. Provide and install all related equipment and items that are needed to complete work.
9. The authorized Purchasing Entity's representative and/or designee will identify the procedures by which work requests will be assigned.
10. 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.
11. Designate a single point of contact who can address the programming needs of alarm systems in use throughout the Purchasing Entity's facilities with a certified tech.
12. Vendors must possess the ability to provide for individual access codes.

## **CATEGORY 3: SURVEILLANCE SERVICES & EQUIPMENT**

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

1. All aspects of cloud-based and video surveillance systems, services and equipment.
2. Installation of new systems.
3. Replacement or upgrade of systems.
4. Removal of existing systems.
5. 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.
6. Integration to existing systems as requested.



7. Provide and install all related equipment such as wires and fasteners that may be needed to complete work.
8. Provide the option to use video cards for video surveillance.
9. Vendors must offer video cards with various capacity sizes to meet all potential needs. Capacity and specifications as determined by the Participating Entity.
10. 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.
11. Offer a wide variety of indoor and outdoor cameras and wireless transmitters to work in conjunction with video cards.

#### **CATEGORY 4: PORTABLE FIRE EXTINGUISHERS**

The Portable Fire Extinguisher category includes, but is not limited to the following services:

1. Providing or replacing portable fire extinguishers;
  - a. Supply extinguisher.
  - b. Installation of extinguisher.
  - c. Removal of any old extinguisher.
2. Maintaining existing portable fire extinguisher;
3. Annual tests and inspections;
4. Periodic internal examination and maintenance as required by state law;
5. Hydrostatic testing of portable fire extinguishers as required by NFPA 10;
6. Vendors will provide users with a receipt for all services performed; and
7. Fire inspection tags will be attached to all inspected fire extinguishers.
8. Vendors must adhere to the following process for the safety of the staff and/or public when extinguishers are being replaced.
  - a. Replace existing extinguisher with an extinguisher that is of the same size and type temporarily while servicing the extinguisher; and
  - b. Return the serviced extinguisher to its original location and remove the temporary replacement. It is acceptable to replace the next extinguisher to be serviced at the next location with the newly serviced extinguisher, provided it is of the same size and type, and it may be mounted properly.

#### **CATEGORY 5 - FIRE EXTINGUISHING SYSTEMS**

The Fire Extinguishing System category includes, but is not limited to the following services:

1. Installing new extinguishing systems;
  - a. Pre-engineered systems.
  - b. Engineered systems.
2. Replacing extinguishing systems;
3. Retrofitting extinguishing systems;
4. Maintaining extinguishing systems; and
5. Repairing extinguishing systems.

#### **CATEGORY 6 - FIRE SPRINKLER SYSTEMS**

The Fire Sprinkler Systems category includes, but is not limited to the following services:

1. Installing new automatic sprinkler systems;
2. Replacing automatic sprinkler systems;
3. Retrofitting automatic sprinkler systems;
4. Maintaining automatic sprinkler systems; and
5. Repairing automatic sprinkler systems.

## **CATEGORY 7 – FIRE ALARM/PROTECTIVE HAZARD SIGNALING SYSTEMS**

The Protective Hazard Signaling Systems category is for installed devices and equipment including, but not limited to, all smoke detectors, heat detectors, carbon monoxide detectors, flame detectors, water flow switches, pull stations, remote annunciators, horns, strobes, fuses, lamps, LED's, control panels, control equipment, batteries, and wiring or cabling. This category includes, but is not limited to the following services:

1. Installing new alarm systems;
2. Replacing alarm systems;
3. Retrofitting of alarm systems;
4. Maintaining and cleaning alarm systems; and
5. Repairing alarm systems.

## **CATEGORY 8: HIGH SECURITY CONTROL SYSTEMS**

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

1. Replacement or upgrade of systems.
2. Testing, training,
3. The DCS category custom-integrates HMI /SCADA operator interfaces with programmable logic controllers (PLCs), and various communication subsystems to create a single integrated security system. Custom tailor, program, and configure to remotely move and secure confined individuals in a specific detention, correctional, courts holding, mental health, or similar secure facility; generally, from a 24-hour central control room supported by distributed satellite stations. Representative subsystems may include, but is not limited to:
  - a. Operator interfaces employing PC-based human-machine-interface (HMI) and supervisory control and data acquisition components (SCADA) software. Configure as client/server or peer systems. Representative pointing devices include mouse, touchscreen, or both.
  - b. Master-to-master staff intercommunications, typically on a full-duplex, dialup basis.
  - c. Door monitoring and control systems. Field device interfaces (relays, fuses, and terminals) to detention locking systems and door control programming.
  - d. Utility monitoring and control systems. Data interfaces or field device interfaces to lighting control panels and relays, power control relays and breakers, flushing control systems, water control valves, telephone cutoff relays, fan control relays, generator monitoring interfaces, transfer switch monitors and transfer relays, and similar utility monitoring and control systems.
  - e. Perimeter alarm systems. Data interfaces or field device interfaces to perimeter security and intrusion detection systems.
  - f. Duress alarm systems. Data interfaces or field device interfaces to fixed or mobile duress alarm systems, including body-worn transmitters, duress pushbuttons, and subsystems that provide locating technology.
4. Maintenance and repair, including emergency repairs of system.
  - a. Respond on site to trouble calls within four (4) hours, including weekends and holidays.
  - b. Adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched.
  - c. Vendor to be prepared to provide an immediate replacement for defective equipment and shall not remove a defective unit without an immediate replacement.

## **CATEGORY 9: INS ECTIONS & MONITORING**

Vendor must guarantee system performance 99% uptime and perform inspections as required by the Purchasing Entity.

### **Fire Extinguishing Systems**

The Fire Extinguishing System category includes inspections of new extinguishing systems, including:

1. Pre-engineered systems; and
2. Engineered systems.

### **Fire Sprinkler Systems**

Awarded vendors will be required to perform the following annual services:

1. Inspect installed equipment, including alarm devices, sprinkler heads, pipes, insulation, line pressure, unusual wear/corrosion, hose connections, hose racks, fire department connections, and other equipment in accordance with all rules and regulations within the Participating Entities;
2. Provide condition analysis report for all equipment inspected, highlighting any potential repairs needed, including any known rules and/or regulation infractions, noting specific location/equipment and specific rule and/or regulation violated prior to any repairs;
3. Ensure that systems are constantly operational.

### **Fire Alarm/Protective Signaling Systems**

Awarded vendors will be required to perform the following semiannual/annual inspection services:

\*\*

1. Inspect installed equipment, including complete testing of all fire alarm initiating devices, supervisory devices, and notification appliances;
2. Inspect fuses, lamps, LED's, control equipment including all wiring, connections and insulation; and
3. Provide the Participating Entities with a test report within 24 hours of completion, unless otherwise agreed upon in writing by both parties.

\*\* Some facilities may not accommodate one complete inspection per year of all fire alarm systems at one time. In this case, vendors will be required to service a portion of the alarm system each quarter until all systems have been inspected throughout the course the year.

### **Alarm Monitoring**

Provide a 24 hour, 7 day per week UL listed station for monitoring alarm systems, including providing backup communication using a radio or cellular service.

### **FOR ALL CATEGORIES, THE VENDOR:**

1. Must ensure that the facilities are in compliance with all existing Participating Entities rules and regulations;
2. Must be in compliance with current National Fire Protection Association (NFPA) Standards, Participating Entities Contractor's Board Licensing and Participating Entities State and Local Fire regulations at the time supplies or systems are delivered pursuant to an order under the Master Agreement;
3. Must ensure all services are conducted by a State Certified/Licensed Technician;
4. Must ensure all services are conducted in accordance with any certification requirements within Participating Entities;
5. May offer additional services as related to awarded categories;

6. Must ensure all equipment is compatible to the best industrial standards and must function as designed after installation;
7. Must designate a single point of contact to be the liaison for state information technology staff to handle the day-to-day operations. References for this designee must be submitted as part of the vendor's proposal;
8. Must designate a single point of contact to be the liaison for state information technology staff to handle the day-to-day operations. References for this designee must be submitted as part of the vendor's proposal;
9. May not apply surcharges for transportation, fuel, energy, insurance or any other reason throughout the duration of the contract(s); and
10. Shall ensure permits must be current and remain current.
11. When providing services, vendor must:
  - a. Discuss findings with the Purchasing Entity's point of contact prior to leaving site; and
  - b. Submit a report including the findings no later than 24 hours after inspection.
12. Inspections performed shall include the cost of the initial inspection, any required maintenance, and any needed follow-up inspections (at no additional cost for the follow up inspection).
13. Must be an authorized reseller of any manufacturer brand offered. Certification must be made available to Participating Entities upon request.
14. Must not allow any part of the resulting contract from this solicitation be performed offshore of the United States by persons located offshore of the United State or by means, methods, or communications that, in whole or in part, take place offshore of the United States.

## **AGREEMENTS**

The agreement between vendors and agencies will include, but are not limited to the following:

1. If vendors will require agencies to sign a subordinate agreement the subordinate agreement must be approved by each Purchasing Entity prior to signing.
2. Awarded vendors shall provide separate quotes within 48 hours of request (unless otherwise approved by Purchasing Entity) for each new or replacement installation as required by the Purchasing Entity. Quotes should offer price differences for lease and purchase options as requested by the Purchasing Entity.
3. Awarded vendors shall provide separate quotes within 48 hours of request (unless otherwise approved by Purchasing Entity) for maintenance of new and existing systems as required by each Purchasing Entity. Quotes should offer price differences for lease and purchase options as requested by the Purchasing Entity.
4. Purchasing Entity may have proprietary equipment. It will be the vendor's responsibility to work with or notify the Purchasing Entity regarding maintenance and repair of proprietary equipment.

## **BACKGROUND CHECKS**

1. All background checks must be completed after contracts have been awarded, but prior to any work being done.
2. All vendors' employees providing on-site services to this contract must be required to submit to and pass background checks. Upon request from Purchasing Entities, vendors must provide copies of background checks or submit to additional security requirements.
3. All costs associated with background checks will be at vendor's expense.
4. It is the vendor's responsibility to ensure the following:

- a. Vendors must not begin work on the contract until clearance has been issued by the Purchasing Entity; and
- b. Notification and access to facilities will be pre-authorized by Purchasing Entities.

### **PUBLIC WORKS PROJECTS**

1. Any projects that are federally funded may be subject to the requirements of Davis-Bacon Act and/or the Davis-Bacon Wage Decision.
2. 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 Decision.
3. 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.
4. Jobsites must be cleaned every day.
5. 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.
6. 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.

### **GENERAL REQUIREMENTS**

1. Vendors must guarantee workmanship at vendors' expense for a period of twelve (12) months from date of installation.
2. Work shall be performed in accordance with manufactures' recommendations and with all current local codes, regulations, and installation guidelines.
3. The awarded vendor(s) may be required to do some work after normal business hours (8am-5pm, unless otherwise specified by the Purchasing Entity); however, it is anticipated that most work will be completed during normal business hours.
4. 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 Purchasing Entity will have the final determination of competency in all matters regarding personnel provided by the vendor.

5. 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.

#### **PENALTY FOR IMPROPER PRICING**

1. 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.
2. 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 25% reduction in cost for each incorrectly priced item.
3. If vendor continues to provide incorrect invoicing each Purchasing Entity has the option to cancel their contract in its entirety without penalty.
4. Vendors are not allowed to aggregate fees into contract after award has been made. Failure to comply may be grounds for cancellation.

#### **STANDARD OF PERFORMANCE AND ACCEPTANCE**

1. 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 and acceptance by the Purchasing Entity.
2. 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.
3. If the product does not meet the Standard of Performance during the initial period of Acceptance Testing, the Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the Standard of Performance is met.
4. Upon rejection, the vendor will have three (3) calendar days to cure any Standard of Performance issue(s).
5. If, after the cure period, the product still has not met the Standard of Performance, the Purchasing 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.
6. Vendor shall pay all costs related to the preparation and shipping of returned products.
7. No product shall be accepted and no charges shall be paid until the Standard of Performance is met.
8. The warranty period will begin upon the Purchasing Entity's approval.

#### **TRAVEL**

1. Travel expense, when applicable, is negotiated between the agency and the contractor.

#### **AUTHORIZATION TO WORK**

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

## **SYSTEM COMPLIANCE WARRANTY**

1. Licensor represents and warrants: (a) that each Product shall be Date Compliant; will operate consistently, predictably and accurately, without interruption or manual intervention, and in accordance with all requirements of this Agreement, including without limitation the Applicable Specifications and the Documentation, during each such time period, and the transitions between them, in relation to dates it encounters or processes; (b) that all date recognition and processing by each Product will include the Four Digit Year Format and will correctly recognize and process the date of February 29, and any related data, during Leap Years; and (c) that all date sorting by each Product that includes a "year category" shall be done based on the Four Digit Year Format.

## **EXPRESS WARRANTIES**

For the period specified on the face of the Contract, Contractor warrants and represents each of the following with respect to any goods provided under the Contract, except as otherwise provided on incorporated attachments:

1. Fitness for Particular Purpose  
The goods shall be fit and sufficient for the particular purpose set forth in the RFP or other solicitation documents.
2. Fitness for Ordinary Use  
The goods shall be fit for the purpose for which goods of a like nature are ordinarily intended, it being understood that the purpose for the goods covered by the Contract are ordinarily intended is general government administration and operations.
3. Merchantable, Good Quality, No Defects  
The goods shall be merchantable, of good quality, and free from defects, whether patent or latent, in material and workmanship.
4. Conformity  
The goods shall conform to the standards, specifications and descriptions set forth in the incorporated attachments. If Contractor has supplied a sample to the State, the goods delivered shall conform in all respects to the sample and if the sample should remain in the State's possession it shall be identified by the word "sample" and the signature of Contractor's sales representative.
5. Uniformity  
The goods shall be without variation, and shall be of uniform kind, quality, and quantity within each unit and among all units.
6. Packaging and Labels  
The goods shall be contained, packaged, and labeled so as to satisfy all legal and commercial requirements applicable to use by a government agency, including without limitation, OSHA material safety data sheets and shall conform to all statements made on the label.
7. Full Warranty  
The foregoing warranties are "full" warranties within the meaning of the Magnuson-Moss Warranty - Federal Trade Commission Improvement Act, 15 U.S.C. § 2301 et seq., and implementing regulations 16 C.F.R. pts. 700-703, if applicable to this transaction.
8. Infringement Indemnity  
Refer to *Attachment A ~ NASPO ValuePoint Master Agreement Terms and Conditions*, Section 33.
9. Usage of Trade; Course of Dealings; Implied Warranties  
Contractor shall also be bound by any other implied warranty that, at the time of execution of the Contract, prevails in the trade of government in the marketing area in and about the State of Nevada. Contractor shall also be bound by any other implied warranty arising through

course of dealings between Contractor and the State from and after the execution of the Contract. Contractor shall also be bound by all warranties set forth in Nevada's Uniform Commercial Code (NRS Title 8) in effect on the date of execution of the Contract.

10. Warranties Cumulative

It is understood that warranties created by the Contract, whether express or implied, as well as all warranties arising by operation of law that affect the rights of the parties under the Contract, are cumulative and should be construed in a manner consistent with one another.

11. Priority of Warranties

If it is held by a court of competent jurisdiction that there is an irreconcilable conflict between or among any of the warranties set forth in the Contract and any warranties implied by law, the parties agree that the specifications contained in the Contract shall be deemed technical and mere language of description.

12. Beneficiaries of Warranties

Benefit of any warranty made in the Contract shall be in favor of the State of Nevada and Participating Entities, any of their political subdivisions or agencies, and any employee or licensee thereof who uses the goods, and the benefit of any warranty shall apply to both personal injury and property damage.

13. Delivery; Inspection; Acceptance; Risk of Loss

Contractor agrees to deliver the goods as indicated in the Contract, and upon acceptance by the State, title to the goods shall pass to the State unless otherwise stated in the Contract. The State shall have the right to inspect the goods on arrival and, within a commercially reasonable time, the State must give notice to Contractor of any claim or damages on account of condition, quality, or grade of the goods, and the State must specify the basis of the claim in detail. Acceptance of the goods is not a waiver of UCC revocation of acceptance rights or of any right of action that the State may have for breach of warranty or any other cause. Unless otherwise stated in the Contract, risk of loss from any casualty, regardless of the cause, shall be on Contractor until the goods have been accepted and title has passed to the State. If given any, the State agrees to follow reasonable instructions regarding return of the goods.

14. No Arrival; No Sale

The Contract is subject to provisions of no arrival, no sale terms, but proof of shipment is to be given by Vendor, each shipment to constitute a separate delivery. A variation of ten days in time of shipment or delivery from that specified herein does not constitute a ground for rejection. The State may treat any deterioration of the goods as entitling the State to the rights resulting from a casualty to the identified goods without regard to whether there has been sufficient deterioration so that the goods no longer conform to the Contract.

15. Price; Taxes; Payment

The price quoted is for the specified delivery, and, unless otherwise specified in the Contract, is F.O.B. to the delivery address specified above. Unless otherwise specified in the Contract, the price does not include applicable federal or State sales, use, excise, processing or any similar taxes, or duty charges, which shall be paid by the State, or in lieu thereof, the State shall provide Vendor with a tax exemption certificate acceptable to the applicable taxing authority. Unless otherwise specified in the Contract, payment shall be made for Orders by State agencies by warrant drawn on the State of Nevada (in accordance with Nevada law) and mailed to Vendor at the address specified above (or to assignee if assignment is acknowledged by the State) within the time specified above.



# JOHNSON CONTROL FIRE PROTECTION LP OAHU

**CAT 1: ACCESS CONTROL SYSTEMS**

**CAT 2: BURGLAR ALARMS**

**CAT 3: SURVEILLANCE SVCS & EQ (CCTV)**

**CAT 7: FIRE ALARM/PROTECTIVE SIGNALING SYSTEMS**

**CAT 8: HIGH SECURITY CONTROL SYSTEMS**

**CATEGORY 9: INSPECTION & MONITORING**

**Fire Extinguishing Systems – Test & Inspect**

- Special Hazard (FM200, Halon, Sapphire, Etc.)

**Fire Extinguishing Systems – Inspect only**

- Portable Extinguishers (ABC, Clean Agent, CO<sup>2</sup>, Kclass, Water, Wheeled Unit)
- Fire Hose

**Fire Sprinkler Systems – Test & Inspect**

- Standpipes, Firepumps, Backflow, Etc.

**Fire Alarm/Protective Signaling Systems – Test & Inspect/Service & Repair**

- Fire Alarm
- Closed Circuit Television (CCTV)
- Access Control System
- Burglar Alarms
- High Security Control Systems
- Emergency Lighting

**Alarm Monitoring**

- Monitoring

**\*Travel cost is negotiated between the contractor and the agency.**

# JOHNSON CONTROLS FIRE PROTECTION MAUI

**CAT 1: ACCESS CONTROL SYSTEMS \***

**CAT 2: BURGLAR ALARMS \***

**CAT 3: SURVEILLANCE SVCS & EQ (CCTV) \***

**CAT 7: FIRE ALARM/PROTECTIVE SIGNALING SYSTEMS**

**CAT 8: HIGH SECURITY CONTROL SYSTEMS**

**CATEGORY 9: INSPECTION & MONITORING**

**Fire Extinguishing Systems – Test & Inspect**

- Special Hazard (FM200, Halon, Sapphire, Etc.)

**Fire Sprinkler Systems – Test & Inspect \***

- Standpipes, Firepumps, Backflow, Etc.

**Fire Alarm/Protective Signaling Systems – Test & Inspect/Service & Repair**

- Fire Alarm
- Closed Circuit Television (CCTV)
- Access Control System
- Burglar Alarms
- High Security Control Systems
- Emergency Lighting

**Alarm Monitoring**

- Monitoring

**\*Travel cost is negotiated between the contractor and the agency.**

# JOHNSON CONTROL FIRE PROTECTION HAWAII & KAUAI

**CAT 1: ACCESS CONTROL SYSTEMS \***

**CAT 2: BURGLAR ALARMS \***

**CAT 3: SURVEILLANCE SVCS & EQ (CCTV) \***

**CAT 7: FIRE ALARM/PROTECTIVE SIGNALING SYSTEMS**

**CAT 8: HIGH SECURITY CONTROL SYSTEMS**

**CATEGORY 9: INSPECTION & MONITORING**

**Fire Extinguishing Systems – Test & Inspect \***

- Special Hazard (FM200, Halon, Sapphire, Etc.)

**Fire Sprinkler Systems – Test & Inspect \***

- Standpipes, Firepumps, Backflow, Etc.

**Fire Alarm/Protective Signaling Systems – Test & Inspect/Service & Repair**

- Fire Alarm
- Closed Circuit Television (CCTV)
- Access Control System
- Burglar Alarms
- High Security Control Systems
- Emergency Lighting

**Alarm Monitoring**

- Monitoring

**\*Travel cost is negotiated between the contractor and the agency.**

# JOHNSON CONTROL FIRE PROTECTION LP MOLOKAI & LANAI

**CAT 1: ACCESS CONTROL SYSTEMS \***

**CAT 2: BURGLAR ALARMS \***

**CAT 3: SURVEILLANCE SVCS & EQ (CCTV) \***

**CAT 7: FIRE ALARM/PROTECTIVE SIGNALING SYSTEMS \***

**CAT 8: HIGH SECURITY CONTROL SYSTEMS \***

**CATEGORY 9: INSPECTION & MONITORING**

**Fire Extinguishing Systems – Test & Inspect \***

- Special Hazard (FM200, Halon, Sapphire, Etc.)

**Fire Sprinkler Systems – Test & Inspect \***

- Standpipes, Firepumps, Backflow, Etc.

**Fire Alarm/Protective Signaling Systems – Test & Inspect/Service & Repair \***

- Fire Alarm
- Closed Circuit Television (CCTV)
- Access Control System
- Burglar Alarms
- High Security Control Systems
- Emergency Lighting

**Alarm Monitoring \***

- Monitoring

**\*Travel cost is negotiated between the contractor and the agency.**

## AGENCY INSTRUCTIONS – FOR PRICE QUOTES

Agency shall obtain one (1) written price quote from Johnson Controls Fire Protection LP.

Agencies shall inform Johnson Controls Fire Protection LP, that price quotes are in reference to the **NASPO ValuePoint Security & Fire Protection Services Master Agreement No. 3407 and the State Procurement Office Price List Contract No. 18-08.**

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. When an award is under \$5,000, form SPO-010 is optional.

**FORM SPO-010**, *Record of Procurement* is available on the SPO website: <http://spo.hawaii.gov>; click on *Forms* on the SPO homepage.

### KEY BENEFITS:

- There were five (5) awarded contracts for Nation-wide coverage.
- Fixed pricing for the first two years of the contract. (Through July 31, 2019).
- Combining two NASPO contracts, security and fire protection services, into one contract.
- The markup percentage will include costs for: shipping, configuration, kitting, processing, reporting, warehousing, ValuePoint and Participating Entity fees.
- The inspection and monitoring services category was added to enhance the usability of the contract.

# JOHNSON CONTROLS FIRE PROTECTION LP

**Remit Payment to:**  
Johnson Controls Fire Protection LP  
Dept CH 10320  
Palatine, IL 60055-0320  
Vendor Number: 347884-00

**Remit Purchase Orders to:**  
Johnson Controls Fire Protection LP  
99-1379 Koaha Place  
Aiea, HI 96701

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

**Preferred initial contact for each opportunity should be made via email so it will be documented:**

**Primary:**

Name: Mr. Eric Osaki, Electronic Systems Sales  
Address: 99-1379 Koaha Place, Aiea, HI 96701  
Phone: (808) 486-6679 x215  
Email: [eric.osaki@jci.com](mailto:eric.osaki@jci.com)

**Please cc:**

Name: Mrs. Mary Beth Alexander, State Coop. Business Development Manager  
Address: N58 W 14782 Shawn Circle, Menomonee Falls, WI 53051  
Phone: (262) 226-9808  
Email: [mary.alexander@jci.com](mailto:mary.alexander@jci.com)

**Contract Questions or Items requiring escalation:**

Name: Mr. Tom Staves, National Sales Manager  
Address: 50 Technology Drive, Westminister, MA 01441  
Phone: (443) 676-8813  
Email: [thomas.staves@jci.com](mailto:thomas.staves@jci.com)

2. Agencies shall provide the following information when requesting for price quotes:
- (1) The services or supplies being delivered;
  - (2) The place and requested time of delivery;
  - (3) A billing address;
  - (4) The name, phone number, and address of the Purchasing Entity representative;
  - (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal.
  - (6) A ceiling amount of the order for services being ordered; and
  - (7) The Master Agreement No. 3407.
3. For Johnson Controls Fire Protection LP pricing, go to:  
<http://naspo.valuepoint.org/#/contract-details/91/contractor/577>

Click on "Simplex Grinnell – Cost Proposal"

4. All Proposals received from Johnson Controls Fire Protection LP must state NASPO ValuePoint 3407 to ensure proper compliance with the pricing being submitted.