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BONNIE KAHAKUI
ACTING ADMINISTRATOR

**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

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July 14, 2021

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: Bonnie Kahakui, Acting Administrator *Bonnie A. Kahakui*

SUBJECT: **Change No. 11**
SPO Price List Contract No. 17-07
NASPO VALUEPOINT PUBLIC SAFETY COMMUNICATION EQUIPMENT – PHASE TWO – STATEWIDE
RFP Reference No. 05715
Expires: December 31, 2021

The following changes are made to the price list contract:

1. The point of contact information for the HART and DOE is updated.
2. The award categories on page 8 is updated.
3. Power Products Unlimited LLC has returned to compliant status and reinstated as an authorized contractor.
4. The contract for Power Products Unlimited LLC is extended to December 31, 2021.

The current price list contract incorporating Change No. 11 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.

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**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

SPO Price List Contract No. 17-07
Includes Change No. 11
Effective: 07/14/2021

THIS CONTRACT IS FOR AUTHORIZED BUSINESS USE ONLY

**NASPO VALUEPOINT
PUBLIC SAFETY COMMUNICATION EQUIPMENT PHASE TWO**
(RFP Reference No. 05715)
December 16, 2016 to December 31, 2021

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 nine (9) 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 <https://www.naspovaluepoint.org/portfolio/public-safety-communications-equipment-radios-phase-two-2016-2021/>.



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 (DOE)	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	matthew.m.chow@hawaii.gov
DOE	Procurement Staff	675-0130	675-0133	G-OFS-DOE-Procurement@k12.hi.us
HHSC	Nancy Delima	359-0994		ndelima@hhsc.org
OHA	Christopher Stanley	594-1833	594-1865	chriss@oha.org
UH	Karlee Hisashima	956-8687	956-2093	karlee@hawaii.edu
Public Charter School Commission and Schools	Danny Vasconcellos	586-3775	586-3776	danny.vasconcellos@spcsc.hawaii.gov
House	Brian Takeshita	586-6423	586-6401	takeshita@capitol.hawaii.gov
Senate	Carol Taniguchi	586-6720	586-6719	c.taniguchi@capitol.hawaii.gov

Judiciary	Tritia Cruz	538-5805	538-5802	tritia.l.cruz@courts.hawaii.gov
C&C of Honolulu	Procurement Specialist	768-5535	768-3299	bfprocurement@honolulu.gov
Honolulu City Council	Kendall Amazaki, Jr. Nanette Saito	768-5084 768-5085	768-5011	kamazaki@honolulu.gov nsaito@honolulu.gov
Honolulu Board of Water Supply	Procurement Office	748-5071		fn_procurement@hbws.org
HART	Dean Matro			d.matro@honolulu.gov
County of Hawaii	Diane Nakagawa	961-8440		diane.nakagawa@hawaiicounty.gov
Hawaii County Council	Diane Nakagawa	961-8440		diane.nakagawa@hawaiicounty.gov
County of Hawaii-Department of Water Supply	Ka'iulani L. Matsumoto	961-8050 x224	961-8657	kmatsumoto@hawaii.dws.org
County of Maui	Jared Masuda	463-3816		jared.masuda@co.maui.hi.us
Maui County Council	Marlene Rebugio	270-7838		marlene.rebugio@mauicounty.us
County of Maui-Department of Water Supply	Kenneth L. Bissen Holly Perdido	270-7684 270-7684	270-7136	ken.bissen@co.maui.hi.us holly.perdido@co.maui.hi.us
County of Kauai	Ernest Barreira	241-4295	241-6297	ebarreira@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	Marcelino Soliz	245-5470	241-5813	msoliz@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.

Aviat U.S. Inc.

Sabre Communications Corporation

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.

STATE GENERAL EXCISE TAX (GET) AND COUNTY SURCHARGE shall not exceed the following rates if the seller elects to pass on the charges to its customers. The GET is not applied to shipping or delivery charges.

County	County Surcharge Tax Rate	State GET	Max Pass-On Tax Rate	Expiration of Surcharge Tax Rate
C&C of Honolulu	0.50%	4.0%	4.7120%	12/31/2030
Hawaii	0.50%	4.0%	4.7120%	12/31/2030
County of Maui (including Molokai & Lanai)	0.0%	4.0%	4.1666%	No county surcharge
Kauai	0.50%	4.0%	4.7120%	12/31/2030

The GET or use tax and county surcharge may be added to the invoice as a separate line item and shall not exceed the current max pass-on tax rate(s) for each island.

County surcharges on State General Excise (GE) tax or Use Tax may be visibly passed on but are not required. For more information on county surcharges and the max pass-

on tax rate, please visit the Department of Taxation's website at <http://tax.hawaii.gov/geninfo/countysurcharge>.

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.

AWARDED CATEGORIES

Category/Sub-Category

Batteries

Modular Flooded Lead Acid:	None Awarded
Modular Valve Regulated Lead Acid:	None Awarded
Mono-Block Valve Regulated Acid:	None Awarded
Portable Radio:	Power Products Unlimited LLC

Equipment Shelters

Ballasted:	None
Concrete:	Sabre Communications Corporation
Fiberglass	None
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:	Aviat, Nokia
Carrier Grade, Native Time Division Multiplex:	Aviat
Network Grade:	Nokia, Aviat,
Native IP, Sub 5.9 GhZ:	None
Native IP, 900 MhZ	No Bids Received

Monitoring & Alarm

Environmental:	No Bids Received
Radio Network:	None

Power Systems

DC Conversion:	No Bids Received
Fuel Cell:	None
Electro-Mechanical Generators:	No Bids Received
Uninterruptable Power Supply	No Bids Received

Test Equipment

Multifunction Radio Test Set	Freedom
Specialized RF Instruments	None

Towers

Overall Specification	Not Evaluated
Accessories & Appurtenances	Sabre Communications Corporation
Deployable/Temporary	Sabre Communications Corporation
Guyed	Sabre Communications Corporation
Guyed, Light	Sabre Communications Corporation
Lattice	Sabre Communications Corporation
Lattice, Light	Sabre Communications Corporation
Monopole	Sabre Communications Corporation
Passive Microwave Repeater	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. Select the Category/Sub-Category listed on page 7.
 - a. If only one authorized vendor is listed under the Category/Sub-Category, only one price quote is required for all dollar amounts. Form SPO-010 is optional for purchases under \$5,000. Form SPO-010 is required for purchases from \$5,000 or more.
 - b. If there are more than one authorized vendor listed under the Category/Sub-Category, follow the instructions on line 2, 3 and 4 below.
2. For purchases under \$5,000, agency shall:
 - a. Obtain one (1) price quote from an authorized contractor or an authorized reseller.
 - b. Form SPO-010, *Record of Procurement* is optional.
 - c. Award is made based on best value.
3. For purchases from \$5,000 or more, agency shall:
 - a. Obtain a minimum of two (2) price quotes:
 - From two different authorized contractors.
 - From two authorized resellers listed under the same authorized contractor.
 - From an authorized contractor and its authorized dealers if any.
 - b. Complete Form SPO-010, *Record of Procurement*.
 - c. Award is based on best value.
4. 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 the agency does not meet the requirement of two (2) price quotes under line 2 above, written justification is explained in Part C.
 - If award is not made to the lowest responsive, responsible bidder, written justification is explained in Part D.
 - The completed Form SPO-010 is stored in the agencies procurement/contract file.

CONSIDERATION OF QUOTES. Agencies shall consider all responsive and responsible quotes received. An award shall be made to the authorized Contractor or authorized reseller based on lowest price. If the lowest price does not meet the agencies

specification requirement, the award may be made to the authorized contractor or authorized reseller 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, vendor history, quality of goods, services, delivery and proposed technical performance.

CONTRACTORS

AND

AUTHORIZED

DEALERS

CONTACT

INFORMATION

AVIAT U.S. INC.

MASTER AGREEMENT NO. 05715

To view Aviat U.S. Inc. pricing, specifications, brochures, go to:

<https://www.naspovaluepoint.org/portfolio/public-safety-communications-equipment-radios-phase-two-2016-2021/aviat-us/>

For price quotes, contact Ali Hirsra at Aviat U.S. Inc.
Payment is made to Aviat U.S. Inc.

Aviat U.S. Inc.

5200 Great America Parkway

Santa Clara, CA 95054

Contact Person: Ali Hirsra

Phone: (650) 868-3994

Email: ali.hirsra@aviatnet.com

Remit Payment To:

Aviat U.S. Inc.

5200 Great America Parkway

Santa Clara, CA 95054

Vendor No.: 317097-00

ERGOFLEX SYSTEMS, INC. dba Xybix Systems

MASTER AGREEMENT NO. 05715

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

<https://www.naspovaluepoint.org/portfolio/public-safety-communications-equipment-radios-phase-two-2016-2021/xybix-systems/>

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
Vendor Code: 342795-00

FREEDOM COMMUNICATION TECHNOLOGIES, INC.

MASTER AGREEMENT NO. 05715

To view Freedom Communication Technologies, Inc. pricing, specifications, brochures, go to:

<https://www.naspovaluepoint.org/portfolio/public-safety-communications-equipment-radios-phase-two-2016-2021/freedom-communication-technologies/>

For price quotes, contact Freedom Communication Technologies, Inc. or authorized reseller.

Payment is made to Freedom Communications Technologies, Inc. or to authorized reseller.

Freedom Communication Technologies, Inc.

Name: Ed Mick
Address: 2002 Synergy Blvd., Suite 200
Kilgore, TX 75662
Phone: (903) 985-8999 X25
Email: ed.mick@freedomcte.com

Remit Payment To:

Freedom Communication Technologies,
Inc.
2002 Synergy Blvd., Suite 200
Kilgore, TX 75662
Vendor No.: 343079-00

Authorized Reseller

Tessco Technologies Incorporated

Name: Ed Mick
Address: 2002 Synergy Blvd., Suite 200
Kilgore, TX 75662
Phone: (903) 985-8999 X25
Email: ed.mick@freedomcte.com

Remit Payment To:

Tessco Technologies Incorporated
P.O. Box 102885
Atlanta, GA 30168

Nokia of America Corporation (“Nokia”) Formerly known as ALCATEL-LUCENT USA, INC.

MASTER AGREEMENT NO. 05715

To view Nokia Price Book, Specifications, and Product Specifications, go to:

<https://www.naspovaluepoint.org/portfolio/public-safety-communications-equipment-radios-phase-two-2016-2021/nokia-of-america-corporation/>

For price quotes, contact Mayank Bhatia at Nokia or Dave Swirsky at Scientel Solutions LLC.

Payment is made to Nokia of America Corporation or to Scientel Solutions LLC.

Alcatel-Lucent USA, Inc.

Name: Mayank Bhatia
Phone: (818) 746-7891
Email: mayank.1bhatia@nokia.com

Remit Payment To:

Nokia of America Corporation
PO Box 911476
Dallas, TX 75391
Accounts Receivable

Authorized Reseller

Scientel Solutions LLC

Name: Dave Swirsky
Address: 1150 N Nimitz Highway Unit 6
Honolulu, HI 96817
Phone: (808) 536-2058
Fax: (630) 652-3805
Email: dswirsky@scientelsolutions.com

Remit Payment To:

Scientel Solutions LLC
948 Springer Drive
Lombard, IL 60148

POWER PRODUCTS UNLIMITED, LLC.

MASTER AGREEMENT NO. 05715

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

<https://www.naspovaluepoint.org/portfolio/public-safety-communications-equipment-radios-phase-two-2016-2021/power-products/>

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

Payment is made to: Power Products Unlimited, LLC.

Power Products Unlimited, LLC.

Name: Stacy Cambareri

2170 Brandon Trail

Alpharetta, GA 30004

Phone: (800) 529-1618 x139

Email: stacy@powerproducts.com

Remit Payment To:

Power Products Unlimited, LLC.

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:

<https://www.naspovaluepoint.org/portfolio/public-safety-communications-equipment-radios-phase-two-2016-2021/sabre-industries/>

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: hqpeterson@sabreindustries.com

Remit Payment To:

Sabre Communications Corporation

P.O. Box 658

Sioux City, IA 51102-0658

Attn: Bonnie Fiscus

Email: bjfiscus@sabreindustries.com

Vendor Code: 325240-00