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**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

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September 03, 2024

TO: Executive Departments/Agencies
Department of Education
School Facilities Authority
Hawaii Health Systems Corporation
Office of Hawaiian Affairs
University of Hawaii
Public Charter School Commission
and Schools
House of Representatives
Senate
Judiciary

City and County of Honolulu
Honolulu City Council
Honolulu Board of Water Supply
Honolulu Authority for Rapid Transportation
County of Hawaii
Hawaii County Council
County of Hawaii-Department of Water Supply
County of Maui
Maui County Council
County of Maui-Department of Water Supply
County of Kauai
Kauai County Council
County of Kauai – Department of Water

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

SUBJECT: **Change No. 8**
SPO Price List Contract No. 21-13
**NASPO VALUEPOINT PUBLIC SAFETY VEHICLE ACCESS & LED LIGHT BARS,
SIRENS, WARNING & ACCESSORIES - STATEWIDE**
RFP Reference No. 2000008586
Expires: February 28, 2025

The following changes have been made to the price list contract:

1. The contract is extended to February 28, 2025.
2. Sound off Signal has been removed as an Authorized Contractor.
3. Where to Find is replaced with Table of Contents.
4. The State General Excise Tax (GET) and County Surcharge table is updated.
5. Consideration of Quotes is replaced with Basis of Award.

The current price list contract incorporating Change No. 8 is available on the SPO website:
<http://spo.hawaii.gov>. Click on *Price & Vendor List Contracts* on the home page.

If you have any questions, please contact Shannon Ota at (808) 586-0563 or
shannon.j.ota@hawaii.gov.

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**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

SPO Price List Contract No. 21-13
Includes Change No. 8
Effective: 09/04/2024

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

**NASPO VALUEPOINT
PUBLIC SAFETY VEHICLE ACCESS AND LED EMERGENCY LIGHT
BARS, SIRENS, WARNING & ACCESSORIES**

(NASPO ValuePoint Master Agreement No. 165264 – Whelen Engineering Co.)

July 30, 2021 to February 28, 2025

INFORMATION ON NASPO VALUEPOINT

The NASPO ValuePoint Cooperative Purchasing Organization is a multi-state contracting consortium of state governments, including local governments, of which the State of Hawaii is a member. The NASPO ValuePoint Purchasing Organization seeks to achieve price discounts by combining the requirements of multi-state governmental agencies, and cost-effective and efficient acquisition of quality products and services.

The State of Minnesota is the current lead agency and contract administrator for the NASPO ValuePoint Public Safety Vehicle Access & LED Light Bars, Sirens, Warning & Accessories contract. A request for competitive sealed proposals was issued on behalf of NASPO ValuePoint Cooperative Purchasing Organization, LLC and contracts were awarded to six qualified Contractors. The State of Hawaii has signed a Participating Addendum with three Contractors.

The purpose of this contract is for qualified Contractors to provide new Public Safety Vehicle Access & LED Light Bars, Sirens, Warning & Accessories that includes public safety vehicle mounted equipment such as prisoner seats and partitions, ballistic panels, push bars, bumpers, storage containers, tool racks and boxes. LED light bars and vehicle mounted equipment include but not limited to consoles, partitions, window armor, vehicle armor, push bumpers, prisoner seats, K9 enclosures and accessories, gun locks, trunk trays, cargo slides, printer mounts, computer mounts, docking stations, anti-theft devices, spotlights, idle systems, air bag cutouts, skid plates, ASTM E3113 Ballistic-resistant vehicle door panels, trunk organizers, cargo barriers, wiring harness, gun racks, siren speakers, etc. Items not affixed to the vehicle and data collecting devices are excluded.

For additional information on this contract, visit the NASPO ValuePoint website at <https://www.naspovaluepoint.org/portfolio/public-safety-vehicle-access-led-light-bars-sirens-warning-accessories-2019-2024/>.



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
School Facilities Authority	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
Public Charter School Commission and Schools	County of Hawaii – Department of Water Supply
House of Representatives	County of Maui
Senate	Maui County Council
Judiciary	County of Maui – Department of Water Supply
	County of Kauai
	Kauai County Council
	County of Kauai – Department of Water

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	Phone	FAX	E-mail
Executive	Shannon Ota	586-0563	586-0570	Shannon.j.ota@hawaii.gov
DOE (Excludes Charter Schools)	Procurement Staff	675-0130	675-0133	G-OFS-DOE-Procurement@k12.hi.us
School Facilities Authority	Gaudencia "Cindy" Watarida	430-5531		cindy.watarida@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	bfspurchasing@honolulu.gov
Honolulu City Council	Kendall Amazaki, Jr. Nanette Saito	768-0584 768-5085	N/A 768-5011	kamazaki@honolulu.gov nsaito@honolulu.gov
Honolulu Board of Water Supply	Procurement Office	748-5071	N/A	fn_procurement@hbws.org
HART	Dean Matro	768-6246	N/A	dean.matro@honolulu.gov
County of Hawaii	Diane Nakagawa	961-8440	N/A	diane.nakagawa@hawaiicounty.gov
Hawaii County Council	Diane Nakagawa	961-8440	N/A	diane.nakagawa@hawaiicounty.gov
County of Hawaii-Department of Water Supply	Ka'iulani L. Matsumoto	961-8050 ext. 224	961-8657	kmatsumoto@hawaiidws.org
County of Maui	Jared Masuda	463-3816	N/A	jared.masuda@co.maui.hi.us
Maui County Council	Marlene Rebugio	270-7838	N/A	marlene.rebugio@mauicounty.us
County of Maui- Department of Water Supply	Kenneth L. Bissen	270-7684	270-7136	ken.bissen@co.maui.hi.us
County of Kauai	Ernest Barreira	241-4295	241-6349	ebarreira@kauai.gov
Kauai County Council	Codie Tabalba Scott Sato	241-4193 241-4810	241-6349 241-6349	ctabalba@kauai.gov ssato@kauai.gov
County of Kauai- Department of Water	Christine Erorita	245-5470	245-5813	cerorita@kauaiwater.org

USE OF THIS PRICE & VENDOR LIST CONTRACT BY NONPROFIT ORGANIZATIONS.

Pursuant to HRS §103D-804, nonprofit organizations with current purchase of service contracts (HRS chapter 103F) have been invited to participate in the SPO price and vendor list 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 an SPO price or vendor list contract, the nonprofit must obtain approval from each Contractor (participation must be mutually agreed upon, for example). A Contractor may choose to deny participation by a nonprofit. 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 an SPO price or vendor list Contractor(s).

AUTHORIZED CONTRACTOR. The following contractor is authorized to provide Public Safety Vehicle Access & LED Light Bars, Sirens, Warning & Accessories. They have signed a Master Agreement with the State of Minnesota and a Participating Addendum with the Hawaii State Procurement Office.

<u>Contractor Name</u>	<u>Master Agreement Number</u>
Whelen Engineering Co.	165264

EMERGENCY PURCHASE. The FEMA special provisions are included in the contract to allow departments/agencies to make purchases from the following contractor during a declared emergency and seek FEMA reimbursement. For more information, please visit: <https://spo.hawaii.gov/for-state-county-personnel/disaster-preparedness-procurement/fema-reimbursement/>

The following Contractor has agreed to the FEMA special provisions:

Whelen Engineering Co.

CONTRACT TERM. The initial term of the Master Agreement is for two (2) years, through August 31, 2021, with the option to extend for three additional years with a total possible term of 5-years.

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. 21-13. *No further compliance verification is required prior to issuing a contract, purchase order, or pCard payment when utilizing this contract.*

PURCHASING CARD (pCard). The State of Hawaii Purchasing Card (pCard) is required to be used by the Executive department/agencies, excluding the DOE, HHSC, OHA, and UH, for orders totaling less than \$2,500. For purchases of \$2,500 or more, agencies may use the pCard, subject to its credit limit, or issue a purchase order.

Note: Vendors may impose a transaction fee, not to exceed 4% for pCard transactions.

PURCHASE ORDERS may be issued for purchases of \$2,500 or more and for vendors who either do not accept the pCard, set minimum order requirements before accepting the pCard for payment, or who charge its customers a transaction fee for the usage.

SPO PRICE LIST CONTRACT NUMBER 21-13 AND NASPO VALUEPOINT MASTER AGREEMENT NUMBER (shown on page 4) shall be typed on purchase orders issued against this Price List contract. For pCard purchases, the SPO PL Contract Number 21-13 and 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 seller elects to pass on the charges to its customers.

COUNTY	COUNTY SURCHARGE TAX RATE	STATE GET	MAX PASS-ON TAX RATE	EXPIRATION DATE OF SURCHARGE TAX RATE
C&C OF HONOLULU	0.50%	4.0%	4.7120%	12/31/2030
HAWAII	0.50%	4.0%	4.7120%	12/31/2030
COUNTY OF MAUI (including Molokai and Lanai)	0.50%	4.0%	4.7120%	12/31/2030
KAUAI	0.50%	4.0%	4.7120%	12/31/2030

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

County surcharges on state general excise (GE) tax or Use tax may be visibly passed on but is not required. For more information on county surcharges and the max pass-on tax rate, please visit the Department of Taxation’s website at <http://tax.hawaii.gov/geninfo/countysurcharge>.

PAYMENTS are to be made to the remittance address of the Contractor(s). HRS §103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. Payments may also be made via pCard.

VENDOR AND PRODUCT EVALUATION. Form SPO-012, Evaluation: Vendor or Product, for the purpose of addressing concerns on this 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.

AGENCY INSTRUCTIONS FOR PRICE QUOTES

1. Agency shall obtain a minimum of one (1) written price quote from an authorized vendor or authorized distributor for expenditures under \$5,000.
2. For expenditures of \$5,000 or more, agency shall obtain a minimum of two (2) written price quotes from two (2) different authorized vendors and/or authorized distributors. If unable to obtain the minimum number of price quotes, written justification is explained in Part C.
3. Purchasing agencies are required to complete Form SPO-010, Record of Procurement, for expenditures \$5,000 or more. Form SPO-010 is available on the SPO website: <http://spo.hawaii.gov>. Click on *Forms* on the home page.
4. Contractors information is available on page 11.
 - Whelen Engineering Co.

BASIS OF AWARD:

Purchasing Agency may award on best value. 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 serves the State is selected. These criteria may include, but not limited to, the total cost of ownership, performance history of the vendor, quality of goods, warranties, services, or construction, delivery, and proposed technical performance. They agency shall justify in writing, and document kept in the procurement file, when not selecting the lowest quote.

PRODUCT STANDARDS:

All warning lights must meet applicable standards for the country the warning lights will be used in. Standards include, but are not limited to, SAE J1113-21 and -41, J575, J578, J595, J845, and subsequent revisions, or appropriate national or international standards (such as CISPR 12 and 25) if SAE standard has been superseded.

SAMPLES:

Unless otherwise agreed to in writing, samples are to be furnished at no charge. Except for those destroyed or mutilated in testing, samples will be returned to the responder if requested by responder. If samples are returned in an unusable condition, the end user will be responsible for the cost of the product at the pricing in effect at the time the item(s) are returned.

ORDERING AND INVOICING SPECIFICATIONS:

Master Agreement number and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity. Purchasing entity shall include the SPO Price List Contract No. 21-13 and the contractor's NASPO ValuePoint Master Agreement Number on the purchase order.

All Orders, at a minimum, shall include:

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 Number.

Unless contract term has been extended, orders must be placed prior to the expiration of the contract term but may have a delivery date or performance period up to 120 days past the contract term.

SHIPPING AND DELIVERY:

1. Unless otherwise mutually agreed to, in-stock items must be delivered within ten (10) business days after receipt of order and non-stock items must be delivered with twenty-five (25) business days after receipt of order. Delivery requirements for custom made items will be negotiated at time of order placement. Orders must be shipped according to the directions of the customer.

No delivery can be made on State of Hawaii holidays, Saturday or Sunday or after 4:30 p.m. (HST) on weekdays without prior approval by the customer. To which the equipment is being delivered. The contract vendor is responsible for confirming with the customer that the delivery location will accommodate unloading the equipment.

2. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.
3. All deliveries will be Inside Deliveries as designated by a representative of the Purchasing Entity placing the Order. Specific delivery instructions will be noted on the Order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc. will be the responsibility of the Contractor. If damage does occur, it is

the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

4. 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. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Ordering Entity's Purchase Order number.

INSPECTION AND ACCEPTANCE:

1. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Price List. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
2. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.
3. The warranty period shall begin upon Acceptance. Acceptance is defined by applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.
4. Acceptance Testing may be explicitly set out in a Master Agreement to ensure conformance to an explicit standard of performance. Acceptance Testing means the process set forth in the Master Agreement for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity. If Acceptance Testing is prescribed, this subsection applies to applicable Products purchased under this Master Agreement, 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) calendar 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 all costs related to the preparation and shipping of Product returned pursuant to the section.

No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period shall begin upon Acceptance.

PRICE DECREASES:

Contract vendor(s) may, at their sole discretion, offer better pricing, a greater discount, to any customer for any reason. Invoices for goods ordered or shipped or services performed during the decrease, or promotion, must immediately reflect such pricing.

WARRANTY:

Each product sold shall honor a manufacturer's standard warranty for parts and labor at a minimum. Warranty provisions govern where specified elsewhere in the documents that constitute the Master Agreement; otherwise this section governs. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs. All items must carry the manufacturer's standard warranty. A copy of the warranty should be included to the purchaser at the time the quotation is submitted by the Contract Vendor.

CONTRACTORS

AND

AUTHORIZED

DISTRIBUTORS

CONTACT

INFORMATION



WHELEN ENGINEERING COMPANY, INC

MASTER AGREEMENT NO. 165264

To view current pricing:

1. Click on the following link: <https://www.naspovaluepoint.org/portfolio/public-safety-vehicle-access-led-light-bars-sirens-warning-accessories-2019-2024/whelen-engineering-co/>.
2. Then click: **Whelen – Amend. 2 – Updated Pricing Sept 2021**
3. Then scroll down to **page 4 - Amendment No. 2 – Exhibit A Whelen Engineering Co. NASPO Master Agreement Price List**

Product questions, checking availability, and order status:

Steve Croll, Account Executive

Whelen Engineering Company, Inc.

scroll@whelen.com

(860) 718-2680

Product question and demonstrations:

Authorized Managing Sales Representative

Phil Rarick

Pacific Sales Representative, Inc.

P. O. Box 240256

Honolulu, HI 96824

Office: (808) 373-4666

Dave Hoel

Regional Sales Manager

Whelen Engineering Company, Inc.

dhoel@whelen.com

Cell: (602) 321-8764

AUTHORIZED DISTRIBUTOR:

Company Name: Lehr Auto Electric
Contact Name: Jim Stommel
Direct Line: (916) 825-8390
Phone: (800) 982-8468
Address: 9240 Prototype Dr
Reno NV 89521
Email: sales@lehrauto.com

Remit Payment and Purchase Order To:

Lehr
631 North Market Blvd, Ste. N
Sacramento, CA 95834
Direct questions to: AR@lehrauto.com