JOSH B. GREEN, M.D. GOVERNOR



STATE OF HAWAII STATE PROCUREMENT OFFICE

September 1, 2023

TO: Executive Departments/Agencies City and County of Honolulu

Department of Education Honolulu City Council

School Facilities Authority Honolulu Board of Water Supply

Public Charter School Commission Honolulu Authority for Rapid Transportation

and Schools County of Hawaii

Hawaii Health Systems Corporation Hawaii County Council

Office of Hawaiian Affairs County of Hawaii – Department of Water Supply

University of Hawaii County of Maui
House of Representatives Maui County Council

Senate County of Maui – Department of Water Supply

Judiciary County of Kauai Kauai County Council

County of Kauai – Department of Water

Bonne 9 Kakakew

FROM: Bonnie Kahakui, Acting Administrator

SUBJECT: Change No. 12

SPO Price List Contract No. 17-15

NASPO VALUEPOINT PUBLIC SAFETY VIDEO SYSTEMS (Body Worn Video, In Car Video, and Related Storage

Solutions)

Expires: December 30, 2023

RFP Solicitation Number OK-MA-145

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

1. The contract is extended to December 30, 2023.

This contract is available on the SPO website: http://spo.hawaii.gov. Click on *Price & Vendor Lists Contracts* at the home page.

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

STATE OF HAWAII STATE PROCUREMENT OFFICE

SPO Price List Contract No. 17-15

Includes Change No. 12 Effective: 09/01/2023

THIS SPO PRICE LIST CONTRACT IS FOR AUTHORIZED BUSINESS ONLY

NASPO VALUEPOINT PUBLIC SAFETY VIDEO SYSTEMS

(Body Worn Video, In Car Video, and Related Storage Solutions)

(NASPO ValuePoint Master Agreement No. OK-MA-145-015 – Axon Enterprise, Inc.)

June 30, 2017 to December 30, 2023

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 Oklahoma is the current lead agency and contract administrator for the NASPO ValuePoint Public Safety Video Systems (Body Worn Video, In Car Video, and Related Storage Solutions) contract. A request for competitive sealed proposals was issued on behalf of NASPO ValuePoint Cooperative Purchasing Organization, LLC and contracts were awarded to eight 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 State and Local Governments to easily equip their public safety transportation equipment and employees with the following:

BAND 1: Body Worn Video Cameras and Recording Devices

To include, but not limited to: Mobile Camera and Recording Equipment which is not permanently installed on a fixed surface. This may be attached to a person, mounted on the chest, belt, hat, or glasses etc. Equipment shall be able to capture video from the Officer's perspective and store the recorded video on a secure hosted website, or secure local storage solution.

BAND 2: Vehicle Mounted Video and Recording Devices

Includes permanently mounted video equipment. Intended use for police vehicles, public transit, school buses, and other public safety vehicles. Additional, products can be proposed and available for use by a variety of law enforcement applications, which may also include state police, marine police, corrections, game and inland fisheries, forestry,

border surveillance, educational campuses, as well as local fire department and other emergency first responder needs.

BAND 3: Video Storage, Data Security, Software, and Peripherals

This band will include all supporting equipment and/or services for video storage, including Government cloud services or local secured storage systems. Data management tools, software with related maintenance, and/or license fees, related peripherals. Band 3 is not considered to be a hardware category without the purchase of bundled video products and/or accessories.

For additional information on this contract, visit the NASPO ValuePoint website at https://www.naspovaluepoint.org/portfolio/public-safety-video-systems-2017-2022/.



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

Executive Departments/Agencies City and County of Honolulu (C&C Honolulu)

Department of Education (DOE) Honolulu City Council

School Facilities Authority Honolulu Board of Water Supply

Public Charter School Commission Honolulu Authority for Rapid Transportation (HART)

and Schools County of Hawaii
Hawaii Health Systems Corporation (HHSC) Hawaii County Council

Office of Hawaiian Affairs (OHA)

County of Hawaii – Department of Water Supply

University of Hawaii (UH) County of Maui House of Representatives (House) Maui County Council

Judiciary

Senate 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 vendor list contract, and requests for exception from the contract are not required. Participating jurisdictions are allowed to purchase from other contractors, however, HRS chapter 103D and the procurement rules apply to purchases using the applicable procurement method and its procedures, such as small purchases or competitive sealed bidding. The decision to use this contract or to solicit pricing from other sources will be at the discretion of the participating jurisdiction.

POINTS OF CONTACT. Questions regarding the products listed, ordering, pricing, and status should be directed to the Contractor(s).

Procurement questions or concerns may be directed as follows:

Jurisdiction	Name Name	Phone	FAX	E-mail
Executive	Shannon Ota	586-0563	586-0570	shannon.j.ota@hawaii.gov
DOE	Procurement Staff	675-0130	675-0133	G-OFS-DOE-Procurement@k12.hi.us
School Facilities Authority	Gaudencia "Cindy" Watarida	430-5531		cindy.watarida@k.12.hi.us
Public Charter School Commission and Schools	Danny Vasconcellos	586-3775	586-3776	danny.vasconcellos@spcsc.hawaii.gov
HHSC	Nancy Delima	359-0994		ndelima@hhsc.org
ОНА	Christopher Stanley	594-1833	594-1865	chriss@oha.org
UH	Karlee Hisashima	956-8687	956-2093	karlee@hawaii.edu
House	Brian Takeshita	586-6423	586-6401	takeshita@capitol.hawaii.gov
Senate	Carol Taniguchi	586-6720	586-6719	c.taniguchi@capitol.hawaii.gov
Judiciary	Tritia Cruz	538-5805	538-5802	tritia.l.cruz@courts.hawaii.gov
C&C of Honolulu	Procurement Specialist	768-5535	768-3299	bfspurchasing@honolulu.gov
Honolulu City Council	Kendall Amazaki, Jr.	768-5084	768-5011	kamazaki@honolulu.gov
Honolulu Board of Water Supply	Procurement Office	748-5071		fn_procurement@hbws.org
HART	Dean Matro	768-6246		Dean.matro@honolulu.gov
County of Hawaii	Diane Nakagawa	961-8440	961-8248	diane.nakagawa@hawaiicounty.gov
Hawaii County Council	Diane Nakagawa	961-8440	961-8248	diane.nakagawa@hawaiicounty.gov
County of Hawaii- Department of Water Supply	Ka'iulani Matsumoto	961-8050 ext. 224	961-8657	kmatsumoto@hawaiidws.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	270-7684	270-7136	ken.bissen@co.maui.hi.us
County of Kauai	Ernest Barreira	241-4295	241-6297	ebarreira@kauai.gov
Kauai County Council	Codie Tabalba	241-4193	241-6349	ctabalba@kauai.gov
County of Kauai- Department of Water	Christine Erorita	245-5409	245-5813	cerorita@kauaiwater.org

USE OF THIS 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 list contract vendor(s).

VENDORS. The following vendors are authorized to provide Public Safety Video Equipment (Body Worn Video, In Car Video, and Related Storage Solutions). They have signed a Master Agreement with the State of Oklahoma and a Participating Addendum with the Hawaii State Procurement Office.

Axon Enterprise, Inc.

CONTRACT TERM. The initial term of the Master Agreement is for two (2) years, through January 31, 2019 with the option to renew for three (3) additional one (1) year term(s) or portions thereof.

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. 17-15. 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.

SPO PL CONTRACT NO. 17-15 AND NASPO VALUEPOINT MASTER AGREEMENT NO. OK-MA-145-015 (Axon Enterprise, Inc.) shall be typed on purchase orders issued against this price list contract. For pCard purchases, the SPO PL Contract No. 17-15 and the NASPO ValuePoint Master Agreement No. OK-MA-145-015 (Axon Enterprise, Inc.) 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	STATE	MAX PASS-	EXPIRATION DATE
	SURCHARGE	GET	ON TAX	OF SURCHARGE
	TAX RATE		RATE	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	0.0%	4.0%	4.1666%	No county surcharge
(including Molokai and				
Lanai)				
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. The GET is not applied to delivery charges.

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 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.

AGENCY INSTRUCTIONS FOR PRICE QUOTES

BAND 1 AND BAND 2

- 1. For new equipment, agency shall obtain a minimum of one (1) written price quote.
- 2. For any spare or additional parts, agency shall obtain a minimum of one (1) written price quote from an authorized vendor.

BAND 3

- Purchasing agencies must follow department procedures for purchasing computer hardware, software, and services.
 Executive Branch: For purchases over \$100K ETS-205 request must be approved by the CIO. For purchases under \$100K ETS-205 must be submitted for tracking purposes. ETS-T205 and instructions is available at: http://ets.hawaii.gov/governance/it-governance-forms/
- 2. For new purchases, agency shall obtain a minimum of one (1) written price quote.
- 3. For annual license renewal and maintenance for computer software, agency shall obtain a minimum of one (1) written price quote form an authorized vendor.

Purchasing agencies are required to complete Form SPO-010, Record of Procurement, for expenditures \$5,000 or more. If unable to obtain the minimum number of price quotes, written justification is explained in Part D. The approved Form SPO-010 is kept in the procurement/contract file. Form SPO-010 is available on the SPO website: http://spo.hawaii.gov. Click on *Forms* on the home page.

Vendor information is available on page 14.

CONSIDERATION OF QUOTES. Agencies shall consider all responsive and responsible quotes received. An award shall be made to the vendor(s) offering the lowest price. If the lowest price does not meet the agencies specification requirement, the award may be made to the vendor(s) whose offer represents the best value to the agency. Best value means the most advantageous offer determined by evaluating and comparing all relevant criteria in addition to price so that the offer meeting the overall combination that best services the agency is selected. These criteria may include, in addition to others, the total cost of ownership, performance, history of the vendor, quality of goods, services, delivery and proposed technical performance.

PERFORMANCE/SCOPE OF WORK

A. Overview

1. Product Bands

BAND 1: Body Worn Video Cameras and Recording Devices BAND 2: Vehicle Mounted Video and Recording Devices

BAND 3: Video Storage, Data Security, Software, and Peripherals

- 2. Each band shall include all associated hardware, software, mounting equipment and services. With the volatile speed of technology designs, growing demands and unique customizable configurations, these bands shall remain flexible and may be redefined during the life of this contract.
- 3. Option of Good, Better, and Best to allow for utilization for both small and large public organizations.

B. BAND 1: Body Worn Video Cameras and Recording Devices

To include, but not limited to: Mobile Camera and Recording Equipment which is not permanently installed on a fixed surface. This may be attached to a person, mounted on the chest, belt, hat, or glasses, etc. Equipment shall be able to capture video form the Officer's perspective and store the recorded video on a secure hosted website, or secure local storage solution.

1. Minimum Requirements:

SPEC REQUIREMENT	GOOD	BETTER	BEST				
Resolution	640 x 480	1280 x 960	1920 x 1080				
Format	AVI	MPEG4					
Field of View	Min. 65 degrees	Min. 90 degrees	Min. 120 degrees				
LUX	1.5	1	0.5				
Record Life	2.5	4	8				
Standby Life	6	12	72				
Pre Record Mandatory Y/N	N	Υ	Υ				
Storage	16 GB	32 GB	64 GB				
Battery Charge Time	Max 8 hours	Max 6 hours	Max 6 hours				
Record Time	4 hours or less	5-7 hours	8 and more hours				
Frame Rate	25 FPS	30 FPS	30 FPS				
Recharging Option	USB Cable	USB Cable or	USB Cable or				
		Docking Station	Docking Station				
	Visual Only	Visual & Sound	Visual & Sound				
Recording Indicator		Option	Option				
Weatherproof/Construction	IP65	IP66	IP67 or IP68				
	Graph	Hours/Minutes	Hours/Minutes &				
Displays Remaining Storage			Audible/Visual				
Level			Warning				
Rotatable Lens	No	Yes	Yes				
Covert Mode Triggerable	No	Yes	Yes				
Video Compression	Lossy	Lossless	Lossless				
Sound Quality	Standard	Hi-Fi	HD Sound				

2. Technical Mandatory Requirements

- 2.1 All wiring, cables, clips, or other methods of attachment required for the device to function properly shall be designed to disengage to prevent the wearer from becoming entangled.
- 2.2 The system shall produce a method to log all recording, deletions, and edits. These reports shall also indicate which items have been deleted, edited, the time and date when changes were made, and who performed the actions.
- 2.3 The system shall prevent unauthorized alteration or deletion of records and recorded data.
- 2.4 The system shall be capable to establish the start of a predetermined retention period for any data stored by a date or other even trigger.
- 2.5 The system can resume original retention schedules after recorded data has been used for an investigation, litigation, or any other legal action and said activity has been concluded.
- 2.6 The system shall have total capability to access, search, and retrieve recorded data entirely throughout the predetermined retention period.
- 2.7 The system shall have the capability to restrict access to certain videos. The system can secure recorded data from unauthorized access, regardless of classification, and apply key users viewing privileges.

C. BAND 2: Vehicle Mounted Video and Recording Devices

Includes permanently mounted video equipment. Intended use is for police vehicles, public transit, school buses, and other public safety vehicles. Additional products for use by a variety of law enforcement applications, which may also include state police, marine police, corrections, game and inland fisheries, forestry, border surveillance, educational campuses, as well as local fire departments and other emergency first responder needs.

1. Minimum Requirements:

All mobile video systems and related audio equipment must conform to the applicable minimum standards as set by the following:

- a) Electronic Industries Association (EIA)
- b) Federal Communications Commission rules and regulations (FCC)
- c) Institute of Electrical and Electronic Engineers (IEEE)
- d) International Electro Technical Commission (IEC)
- e) International Organization for Standardization (ISO)
- f) National Fire Protection International (NFPA)
- g) National Highway Traffic Safety Administration (NHTSA)
- h) Society of Automotive Engineers (SAE)
- i) Underwriters Laboratories Inc. (UL)
- j) Underwriters Laboratories of Canada (ULC)

Any items installed in the interior of the vehicle shall meet the requirements stated in Federal Motor Vehicle Safety Standards.

Manufacturers shall provide the customer the necessary brackets, mounting hardware, and installation instruction that if followed properly will ensure the vendor's equipment is installed in accordance with all appropriate Federal Motor Vehicle Safety Standards (FMVSS) that are in place at the time of the contract between the vendor and the State.

2. Technical Mandatory Minimum Requirements

Minimum 3 inches diagonal with color display		
Sub Zero to 120 degrees Fahrenheit		
Rotation of 360 degrees or 180 front facing		
Minimum 24 feed width, 35 feet wull wide angle		
Of at least 46 db		
Wireless audio from range of 1000 feet		
Record Button, Emergency Lights and /or Siren		
Record Events, Uninterruped for mimum of 3.5 hours		
Between 9 and 18 volts		
Illuminated indicator visible outside and front seat		
Autofocus/Auto Exposure; Auto white balance		
Erasing, Altering, and/or Recording over data		
Video, Audio, Metadata shall be consistent		
Name/ID, Automated verfication-min 128 bit hash value		
Shall perform self-test to complete functionality		
Shall send notification to user for any malfunction		
16:9		
720p		
128 GB		

3. Mandatory Technical Requirements

- 3.1 Product must not interfere with normal operation of the emergency vehicle; and must not create a safety risk for operator or passengers. Shall not cause interference with any other electronic systems in operation (radio, computers, speed detection, etc.)
- 3.2 Product shall have "low battery" indicators and provide process for systems to power down without causing any damage to recording device or data storage unit.
- 3.3 Product must be a complete mountable solution to accommodate different types of vehicles (i.e. Ford Explorers, Dodge Chargers, Chevy Impalas and Tahoes, Public Transportation Bus or Subway cars) without degrading original equipment performance.
- 3.4 Monitor should include a non-glare touch screen or mechanism to control video in the vehicle.
- 3.5 System recording should be in a non-proprietary video format.

- 3.6 Recording should be bother audio and video, with separate channels and capabilities of recording events inside and outside the vehicle simultaneously.
- 3.7 System must have wireless upload capabilities, and if upload process is interrupted, upload will resume from point of interruption.
- 3.8 Systems shall have a secure method to access camera system to prevent any unauthorized access to recording device.
- 3.9 System shall have ability to allow user input for data/metadata associated with tagged video.
- 3.10 Digital video file must provide ability to determine and authenticate an original file or indicate file has been modified
- D. BAND 3: Video Storage, Data Security, Software and Peripherals

This band will include all supporting equipment and/or services for video storage, including Government cloud services or local secured storage systems. Data management tools, software with related maintenance and/or license fees, related peripherals. Band 3 is not considered to be a hardware category without the purchase of bundled video products and/or accessories.

- 1. Mandatory Requirements for Data Management and Storage Services
 - 1.1 Must contractually commit in writing to managing data in accordance with the FBI's Criminal Justice Information Services (CJIS) Security Policy by signing the Security Addendum with each requesting Agency.
 - 1.2 Must provide document that the personnel working in your cloud provider's data center passed a fingerprint-based CJIS background check provided by the FBI or your state's CJIS office.
 - 1.3 Must contractually commit to audits to demonstrate continued adherence and detail providing full support for CJIS compliance.
 - 1.4 Must be able to provide a separate, fully isolated cloud platform for U.S. Federal, State, and Local Government customers.
 - 1.5 Mus agree and certify that the individual State will retain ownership of all data.
 - 1.6 Must attest that all State and Local Government data will be kept within the Continental limits of the United States
 - 1.7 Must explain chain of custody process, all associated user fees, access fees, switch/change fees, and methods of data retrieval.
 - 1.8 All work done must be done in the Continental United States.

- 1.9 Must have the ability to share video evidence with groups inside and outside of Agency, with no proprietary file formats to view video.
- 1.10 Agency may require controlled access to evidence; define roles, and permissions, users, and passwords.
- 1.11 Must be capable of creating multiple evidence files, tags, markers, indexes, and clips without altering original video.
- 1.12 Video management system should contain built-in redaction system For both audio and video.
- E. Product Warranty, Warranties, Cost of Remedy

Please refer to the Contractor(s) Master Agreement:

Axon Enterprise, Inc.:

https://s3-us-west-

<u>2.amazonaws.com/naspovaluepoint/1485905595 Public Safety Video-TASER%20Master%20Agreement%20(Final)%20Signed(1-31-17).pdf</u>

CONTRACTOR

INFORMATION



AXON ENTERPRISE, INC.

MASTER AGREEMENT NO. OK-MA-145-030

Pricing: https://www.naspovaluepoint.org/portfolio/public-safety-video-systems-2017-2022/axon-formerly-taser-international-inc/

For price quotes, contact Sales at (800) 978-2737

AXON ENTERPRISE, INC.

Name: Sales

Phone: (800) 978-2737
Fax: (480) 991-0791
Email: Sales@axon.com

Issue Purchase Orders

and Payments to: Axon Enterprise, Inc.

PO Box 29661 Department 2018

Phoenix, AZ 85038-9661