

DAVID Y. IGE
GOVERNOR



KENNETH S. HARA
MAJOR GENERAL
ADJUTANT GENERAL

STEPHEN F. LOGAN
COLONEL
DEPUTY ADJUTANT GENERAL

STATE OF HAWAII
DEPARTMENT OF DEFENSE
OFFICE OF THE ADJUTANT GENERAL
3949 DIAMOND HEAD ROAD
HONOLULU, HAWAII 96816-4495

March 17, 2021

TRANSMITTAL LETTER

We are sending you Supplement No. 5 to Contract No. 62822: Development of an Outreach and Education Program Plan, State of Hawaii, Department of Defense, Grants Management Office, Job No. CA-1404

From	To	Office/Person	Initials	Date
X		Engineering Office		
	1	Attorney General – Mike Vincent		
	2	SSFM International, Inc. – Michael Matsumoto		
	3	Administrative Services Office – Rusty Spray		
	4	Acting Adjutant General – Col Stephen F. Logan		
	5	Engineering Office – Estelita Pumares		

This Supplement must be completed by March 29, 2021. Please initial and sign where indicated.

Sincerely,

SHAOYU L. LEE
Captain
Hawaii National Guard
Chief Engineering Officer

Encs.



STATE OF HAWAII

SUPPLEMENTAL CONTRACT NO. 5

TO CONTRACT 62822, CA-1404

(Insert contract number or other identifying information)

This Supplemental Contract No. 5, executed on the respective dates indicated below, is effective as of March 29, 2021, between the Department of Defense, State of Hawaii

(Insert name of state department, agency, board or commission)

("STATE"), by its Acting Adjutant General, (Insert title of state officer executing contract)

(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")), whose address is 3949 Diamond Head Road, Honolulu, Hawaii 96816-4495, and SSFM International, Inc

(Insert name of contractor) ("CONTRACTOR"),

a Corporation (Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the CONTRACTOR)

under the laws of the State of Hawaii, whose business address and federal and state taxpayer identification numbers are as follows: 501 Sumner Street, Suite 620, Honolulu, HI 96817, Federal ID No. 99-0106392, State ID No. GE-1569943552-01

RECITALS

A. WHEREAS, the STATE and the CONTRACTOR entered into Contract 62822

(Insert contract number or other identifying information)

dated April 15, 2014, which was amended by Supplemental Contract No(s) 1
dated January 15, 2015, which was amended by Supplemental Contract No (s) 2
dated April 25, 2016, which was amended by Supplemental Contract No (s) 3
dated April 15, 2017, which was amended by Supplemental Contract No (s) 4
dated February 15, 2018, which was amended by Supplemental Contract No(s) N/A
dated (hereafter collectively referred to as "Contract"), whereby the CONTRACTOR agreed to provide the goods or services, or both, described in the Contract; and

B. WHEREAS, the parties now desire to amend the Contract.

NOW, THEREFORE, the STATE and the CONTRACTOR mutually agree to amend the Contract as follows: (Check Applicable box(es))

- Amend the SCOPE OF SERVICES according to the terms set forth in Attachment-S1, which is made a part of the Contract.
Amend the COMPENSATION AND PAYMENT SCHEDULE according to the terms set forth in Attachment-S2, which is made a part of the Contract.
Amend the TIME OF PERFORMANCE according to the terms set forth in Attachment-S3, which is made a part of the Contract.
Amend the SPECIAL CONDITIONS according to the terms set forth in Attachment-S6 SUPPLEMENTAL SPECIAL CONDITIONS, which is made a part of the Contract.
Recognize the CONTRACTOR'S change of name.

FROM:

TO:

As set forth in the documents attached hereto as Exhibit _____, and incorporated herein.

A tax clearance certificate from the State of Hawaii is is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

A tax clearance certificate from the Internal Revenue Service is is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

The entire Contract, as amended herein, shall remain in full force and effect.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

STATE

(Signature)

Stephen F. Logan, Colonel

(Print Name)

Hawaii National Guard, Acting Adjutant General

(Print Title)

(Date)

CONTRACTOR

CORPORATE SEAL

(If available)

SSFM International, Inc.

(Name of Contractor)

(Signature)

(Print Name)

(Print Title)

(Date)

APPROVED AS TO FORM:

Deputy Attorney General

* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.



STATE OF HAWAII

SCOPE OF SERVICES

"No changes to the following Scope of Work or Compensation and Payment Schedule will be permitted unless agreed to in writing by both parties prior to changes being implemented. No variations or additions of the scope of work contained in the vendor proposal are considered part of this Scope of Work or Compensation and Payment Schedule and the following scope of services shall control should there be any conflict. All prior scope of work requirements remain in effect unless otherwise noted below."

Subsequent phases and/or tasks may be required as work progresses, and new information is obtained. Additional fees may also be negotiated for any work not included in the original scope.

FIRSTNET

The purpose of this supplemental contract is to conduct proof of concept testing for so-called "mega-range" equipment for data communication on FirstNet. The mega range equipment, or HPUE, includes but is not limited to modems, cables, ethernet, USB, Wi-Fi antenna cables, and mounting devices. Mobile Data Terminals (MDT) are used extensively

During a previous phase of this contract, coverage testing was conducted for FirstNet and Band 14 communications. The testing was done by mounting (cell phones) the FirstNet-enabled devices in first responder vehicles (Police, Fire, and EMS) in the counties of Kauai, Maui, and Hawaii. Data analysis and results from the previous phase showed many areas on each island where signal was either weak or not available. Examples of these ranged from remote wilderness areas, areas such as gullies blocked by natural features, rural areas, and areas with high rise buildings.

Advances in equipment have recently become available and the State of Hawaii and its counties are anxious to field test the efficacy of deployment. Phase 2 will include EMS from Honolulu, Police and Fire from Maui, and Police from the Big Island. Each agency serves critical life-saving missions each and every day of the year. The outcomes of Phase 2 will be beneficial is helping end user agencies decision-making on what equipment to purchase.

SSFM will assist in the Phase 2 effort with the following tasks:

- Identify what equipment to test and where to test it
- Coordinate with user agency contacts on the number of modem units to be delivered to that agency
- Coordinate with AT&T, the FirstNet vendor, FirstNet, and the State of Hawaii Interoperability Coordinate (SWIC)
- Provide written training materials and trouble shooting
- Gather data from the enhanced equipment and cell phones to measure signal strength and availability
- Prepare a report (with appropriate maps and charts) that describes the Objectives, Methodology, and Results of the Phase 2 testing program. The report will identify how the new equipment will benefit use agencies in conducting their work. The test program will provide valuable information on alternate mounting configurations, and alternate software for data analysis (including security).

END OF SOW



STATE OF HAWAII
COMPENSATION AND PAYMENT SCHEDULE

Increase contract amount by:
One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00).

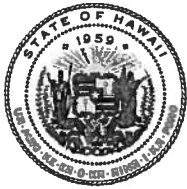
S-18-500-G-7195-5000-FN2-\$150,000.00

Original Contract Amount	\$124,323.00
Supplement #1 Amount	\$124,000.00
Supplement #2 Amount	\$ 88,563.00
Supplement #3 Amount	\$ 37,957.00
Supplement #4 Amount	\$384,900.00
Supplement #5 Amount	<u>\$150,000.00</u>
Total Contract Amount	<u>\$909,743.00</u>



STATE OF HAWAII
TIME OF PERFORMANCE

No change in time of performance.



STATE OF HAWAII
CONTRACTOR'S
STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of _____ SSFM International, Inc. _____, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR is* is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

CONTRACTOR

By _____
(Signature)

Print Name _____

Print Title _____

Name of Contractor SSFM International, Inc.

Date _____

* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).