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ADMINISTRATOR

**STATE OF HAWAII  
STATE PROCUREMENT OFFICE**

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April 11, 2016

TO: Executive Departments/Agencies City and County of Honolulu  
Department of Education Honolulu City Council  
(Excludes Charter Schools) 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  
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

FROM: Sarah Allen, Administrator 

SUBJECT: **Change No. 12**  
SPO Vendor List Contract No. 12-03  
**NASPO VALUEPOINT SOFTWARE VALUE ADDED RESELLER (VAR)**  
NASPO VALUEPOINT RFP ADSP011-00000358  
**Expires: June 2, 2016**

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

1. Participating jurisdictions currently engaged or planning to utilize SPO Vendor List Contract No. 12-03 are advised to allocate sufficient time to receive and review price quotes, issue a purchase order, execute a contract or make payment by pCard, prior to the vendor list contract expiration on June 2, 2016.
2. *Compliance* listed on page 4 is replaced with:

**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. 12-03. *No further compliance verification is required prior to issuing a contract, purchase order, or pCard payment when utilizing this contract.*

(Continued on the next page)

3. Revisions made to SHI International Corporation vendor information listed on page 18.
4. Revisions made to Insight Public Sector vendor information listed on page 17.

**REMINDER:**

- **Vendor List Contract No. 12-03 does not offer Public Cloud Hosting Services.** Public Cloud Hosting Services is offered on Price List Contract No. 13-16.
- This contract is intended for the acquisition of distributed, commercial off the shelf software. It is not intended for the purchase of custom software applications.  
**EXCLUDED PRODUCTS:** Custom Built Software, Electronic Appliances
- **EXCLUDED SERVICES:** Software Development
- **DEFINITION FOR SaaS:** SaaS is described/defined as software that is owned, delivered and managed remotely by one or more providers. The provider delivers software based on one set of common code and data definitions that is consumed in a one-to-many model by all contracted customers at any time on a pay-for-use basis or as a subscription based on use metrics. For the purposes of this WSCA-NASPO Software Reseller VAR Master Agreement SaaS software will be allowed where it meets the description cited above and is considered an alternate software delivery method and is a standard item on the publisher's government price list. **SaaS software that requires alterations or customization unique to an end user agency is not allowed.**

The current price list contract incorporating Change No. 12 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 Stanton Mato at (808) 586-0566 or email [stanton.d.mato@hawaii.gov](mailto:stanton.d.mato@hawaii.gov).

**STATE OF HAWAII  
STATE PROCUREMENT OFFICE**

**SPO Vendor List Contract No. 12-03**  
Replaces SPO Price List Contract No. 05-16  
Includes Change No. 12  
Effective 4/8/2016

**NASPO VALUEPOINT  
SOFTWARE VALUE ADDED RESELLER**  
(NASPO VALUEPOINT #ADSSPO11-00000358)  
**August 10, 2011 to June 2, 2016**

**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 Arizona is the current lead agency and contract administrator for the NASPO ValuePoint Software Value Added Reseller contract. A request for competitive sealed proposals was issued on behalf of NASPO ValuePoint Cooperative Purchasing Organization, LLC and contracts were awarded to three qualified contractors. The State of Hawaii has signed a Participating Addendum with three Contractors.

The purpose of this contract is for purchasing licenses for distributed software products through a software value-added reseller (VAR). The VAR would provide price quotes for software maintenance license agreements, whether those licenses were purchased under this agreement or by previously-purchased licenses. Reseller will provide services related to the sale and management of distributed software licenses.

Custom Built Software, Electronic Appliances, and Software Development are not allowed.

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 and/or 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) (Excludes Charter Schools)	Honolulu City Council Honolulu Board of Water Supply
Hawaii Health Systems Corporation (HHSC)	Honolulu Authority for Rapid Transportation (HART)
Office of Hawaiian Affairs (OHA)	County of Hawaii
University of Hawaii (UH)	Hawaii County Council
House of Representatives (House)	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 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	Phone	FAX	E-mail
Executive	Stanton Mato	586-0566	586-0570	<a href="mailto:stanton.d.mato@hawaii.gov">stanton.d.mato@hawaii.gov</a>
DOE (Excludes Charter Schools)	Procurement Staff	675-0130	675-0133	<a href="mailto:DOEProcure@notes.k12.hi.us">DOEProcure@notes.k12.hi.us</a>
HHSC	Joe Evanoff	733-4168	733-4460	<a href="mailto:jevanoff@hhsc.org">jevanoff@hhsc.org</a>
OHA	Phyllis Ono-Evangelista	594-1833	594-1865	<a href="mailto:phylliso@oha.org">phylliso@oha.org</a>
UH	Matthew Chow (Primary) Karlee Hisashima	956-2765 956-8687	956-2096 956-2093	<a href="mailto:chowmatt@hawaii.edu">chowmatt@hawaii.edu</a> <a href="mailto:karlee@hawaii.edu">karlee@hawaii.edu</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:bfspurchasing@honolulu.gov">bfspurchasing@honolulu.gov</a>
Honolulu City Council	Clayton Wong	768-5084	768-5011	<a href="mailto:cwong@honolulu.gov">cwong@honolulu.gov</a>

Jurisdiction	Name	Phone	FAX	E-mail
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	Jeffrey Dansdill	961-8440	961-8248	<a href="mailto:jdansdill@co.hawaii.hi.us">jdansdill@co.hawaii.hi.us</a>
Hawaii County Council	Jeffrey Dansdill	961-8440	961-8248	<a href="mailto:jdansdill@co.hawaii.hi.us">jdansdill@co.hawaii.hi.us</a>
County of Hawaii – Department of Water Supply	Ka’iulani Matsumoto	961-8050 ext.224	961-8657	<a href="mailto:kmatsumoto@hawaiiidws.org">kmatsumoto@hawaiiidws.org</a>
County of Maui	Greg King	249-2403	249-0839	<a href="mailto:greg.king@co.maui.hi.us">greg.king@co.maui.hi.us</a>
Maui County Council	Ross Izumigawa	270-7661	270-7686	<a href="mailto:ross.izumigawa@mauicounty.us">ross.izumigawa@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	Florence Kakuda	241-4294	241-6297	<a href="mailto:fkakuda@kauai.gov">fkakuda@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	Fay Tateishi	245-5423	245-5813	<a href="mailto:ftateishi@kauaiwater.org">ftateishi@kauaiwater.org</a>

**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 Software Value Added Reseller services. They have signed a Master Agreement with the State of Arizona and a Participating Addendum with the Hawaii State Procurement Office.

En Pointe Technologies Sales LLC    Insight Public Sector, Inc.    SHI International Corp.

**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. 12-13, but the SPO shall not monitor compliance throughout the term of performance. Therefore, purchasing agencies are required to verify compliance 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.

**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.

**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.

**SPO VL Contract No. 12-03 AND THE MASTER AGREEMENT NO. ADSP015-097309 (En Pointe Technologies Sales LLC); ADSP011-00000358-2 (Insight Public Sector, Inc.); OR ADSP011-00000358-3 (SHI International Corp.)** will be typed on purchase orders issued against this vendor list contract. For pCard purchases, the SPO VL Contract No. 12-03 and Master Agreement No. ADSP015-097309 (En Pointe Technologies Sales LLC); ADSP011-00000358-2 (Insight Public Sector, Inc.); OR ADSP011-00000358-3 (SHI International Corp.) shall be notated on the appropriate transaction document.

**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.

**LEASE AGREEMENTS** are not authorized by this vendor list contract.

**NOTICE: Vendor List Contract No. 12-03 does not offer Public Cloud Hosting Services.**

Participating jurisdictions listed on the State Procurement Office Price List Contract No. 13-16 may utilize the NASPO ValuePoint Public Cloud Hosting Services Contract.

**EXCLUDED PRODUCTS AND SERVICES**

This contract is intended for the acquisition of distributed, commercial off the shelf software. It is not intended for the purchase of custom software applications. Based on the Contract, the following is a summary of EXCLUDED PRODUCTS AND SERVICES:

- **Products**
  - Hardware
  - Custom built software
  - Electronic Appliances
  
- **Services**
  - Software development

**GOALS AND OBJECTIVES OF THIS SOLICITATION BY WSCA-NASPO**

The goal is to contract with software value-added resellers who would provide distributed software and related services to eligible users of the resulting contract. The objectives are to contract with successful offerors who are authorized resellers of distributed Commercial Off-the-Shelf (COTS) software for identified key software publishers as well as being sellers of general distributed software (non-specified publishers). In addition to selling software, and selling maintenance and support agreements for new and previous-purchased software, the Reseller would provide related services to include, but not limited to, tracking licenses (new and existing), monitoring volume levels and opportunities, training, implementation, and consulting. The Reseller would also work in conjunction with the NASPO ValuePoint personal computers, servers/storage, printers and peripherals contract, or a participating state's equivalent contracts, as may be required by the individual states, to ensure that software licenses for delivered computing hardware are purchased and track through this contract.

**DEFINITIONS:**

- *Commercial Off-the-Shelf or COTS* means software products that are ready-made and available for sale to the general public. COTS products are designed to be implemented easily into systems without the need for customization, also referred to as *distributed software*.
- *End-User License Agreement or License Agreement* is a legal contract between the manufacturer (publisher) and the end user of an application that details how the software can and cannot be used.
- *Non-perpetual licenses or subscription licenses* are temporary and provide the right to use in accordance with the license-agreement requirements.
- *Publisher* means a software manufacturer.
- *Reseller or Contractor* means a Software Value-Added Reseller who has a fully executed Master Price Agreement and Participating Addendum contract.

- *Reseller Cost* means the price that the Reseller pays the Publisher or Distributor to purchase software on behalf of the Participating Entity. Reseller cost should not include any administrative or other mark-up costs.
- *SaaS* is described/defined as software that is owned, delivered and managed remotely by one or more providers. The provider delivers software based on one set of common code and data definitions that is consumed in a one-to-many model by all contracted customers at any time on a pay-for-use basis or as a subscription based on use metrics. For the purposes of this NASPO ValuePoint Software Reseller VAR Master Agreement SaaS software will be allowed where it meets the description cited above and is considered an alternate software delivery method and is a standard item on the publishers government price list. **SaaS software that requires alterations or customization unique to an end user agency is not allowed on this Master Agreement.**
- *Software* means the computer program, including media and associated documentation.
- *Software Licensing* means allowing an individual or group to use a piece of software.
- *Software Maintenance and Support* means any software upgrades, annual updates, patches and fixes needed to improve functionality and keep the software in working order.
- *Volume License Agreements (VLA's)* means an agreement with a Software publisher wherein the Participating Entity's total expected purchasing over a period of time is considered in establishing the discount level.

### **SCOPE OF CONTRACT**

The scope of the contract includes the purchase of licenses for distributed software products through a software value-added reseller. The Reseller would also provide maintenance agreements for software licenses, whether those licenses were purchased under this agreement or are previously-purchased licenses. Reseller will provide services related to the sale and management of distributed software licenses.

### **GENERAL REQUIREMENTS – PRODUCTS**

Software Value-Added Reseller shall be a large account reseller authorized to sell products direct from key software publishers. If the Reseller is not a direct reseller or a publisher does sell through a distributor, the Reseller would purchase software products through a distributor. The Reseller would be responsible for providing Commercial Off-the-Shelf (COTS) and COTS software maintenance packages on behalf of Participating Entities. Reseller would honor an existing individual Participating Entity's volume or enterprise license agreements, and offer maintenance and support packages on licenses already owned by the Participating Entity. As this is a multi-state solicitation, and potential participants would include not only state governments but also their cooperative partners, volume us indefinite but expected to be considerable. The Reseller is expected to continue to work towards reducing their Reseller Cost, especially from the specific publishers identified in this solicitation (Itemized Publishers). Users envision pricing that is significantly better than Publishers list price. Reseller will provide services directly related to these products such as: communicating channel partner status with publishers, retaining or enhancing reseller certification with software publishers, negotiating for reduced Reseller Costs, and assisting with basic software installation. As may be required by a comparable computer hardware contractor to insure that any software acquired under those contracts can be tracked through this contract.



## **SPECIFIC REQUIREMENTS – PRODUCTS**

**Most Current Version.** Purchase orders shall be deemed to reference a manufacturer's most recent release model or version of the product at the time of the order, unless the Authorized Purchaser specifically requests in writing an earlier model or version and the Reseller is willing to provide such model or version.

**Product Offerings.** Reseller will provide COTS software, and software maintenance of new or existing licensed software, under this contract. Information on approved products, customized by participating state, will be available through an online catalog and through Reseller's representatives either through email or telephone inquiry during the standard working hours of the participating state. The online catalog shall provide an expansive list of products allowed per the contracts, particularly those products of itemized publishers.

## **PRODUCT ACQUISITION**

**Volume License Agreements (VLA).** The Reseller will honor existing Participating Entity's VLA with publishers and include those licenses as part of the Reseller's license tracking service. Following an executed PA with the State, and if so required by the State, the Participating Entity and/or an individual publisher, the Reseller will identify itself to software publishers as Reseller for that State or Participating Entity. If so required by the Publisher and Participating Entity, Reseller will execute a change of channel partner agreement with the Publisher. Resellers will sell additional seats consistent with Participating Entities Enterprise or Volume Agreements. Reseller will work with Participating Entities and Publishers as needed to establish new VLA's. Details of individual VLA's, including copies of any VLA, may be included in individual states' PA. The Reseller will work with the Publishers and Participating Entity as necessary to ensure the Participating Entity receives timely and pertinent license information, such as for license or agreement renewals, or opportunities based on actual volume.

**Individual Software Licenses.** Participating Entities can purchase individual COTS licenses, such as perpetual and non-perpetual licenses, through the Reseller.

**Software Maintenance Agreements.** Participating Entities can purchase maintenance agreements, including upgrade protection, through the Reseller. Resellers will sell software maintenance agreements, even if the software was not purchased under this agreement, such as on-going support for a user's existing perpetual license. As requested, Reseller will explain what product support or services are included in a publisher's maintenance agreement.

## **SOFTWARE PUBLISHERS, CATEGORIES**

The identified software product needs have been divided into three tiers: Itemized Top Publishers, Other Itemized Publishers, and Non-Itemized Publishers. It is most desirable for Reseller to have a direct reseller agreement with the itemized software publishers. If a direct reseller agreement is not already in place between itemized software publishers and the Reseller, the Resellers is expected to enter into a direct reseller agreement and submit a rate for that itemized publisher that is better than the rate for a Non-Itemized Publisher. Over the life of this contract, product needs or volumes may change as new publishers may be added by amendment to the itemized publisher's lists.

**Itemized Highest Volume Publishers (Highest Volume, Itemized Lines).** The products of the publishers in this category represent the highest tier of sales volume identified, of those publishers who sell through resellers. This category is the one most likely to include a Participating Entity's enterprise or high volume agreements with a publisher. It is most desirable that Resellers are certified direct resellers for publishers in this category. The preferred pricing that a Reseller receives based on their reseller certification status, in conjunction with the anticipated considerable volume of purchases through these Contracts, is the expected foundation for a very competitive base Reseller Cost, with further reductions of Reseller cost as they are achieved through ongoing Reseller negotiations. A percentage rate above or below Reseller Cost is to be provided for each itemized publisher. Specific requirements may be required for some publishers in this category in an individual State's PA.

**Other Itemized Publishers (High Volume, Itemized Lines).** The products of the publishers in this category represent a high level of sales as identified. This category may include a Participating Entity's high volume agreements or VLAs with a publisher. It is desirable for Resellers to be certified direct resellers for publishers in this category. A percentage rate above or below Reseller Cost is to be provided for each itemized Publisher.

**Non-Itemized Publishers (all other distributed software purchases).** This category is defined to include all other distributed computer software not specifically itemized. It is not anticipated that there would be any Enterprise or volume agreements in this category. New or existing software products can be added to this category at any time during the term of the contract without the written consent of the Procurement Officer and may be itemized in the online catalog, if volume justifies the addition. There should be one percentage rate above or below Reseller cost covering all products in this category.

## **SOFTWARE PUBLISHERS, GENERAL REPRESENTATION**

**Excluded Software Publishers.** The Reseller must agree that there are not software publishers with whom they will refuse to do business if the Software Publisher is willing to do business with them. Resellers shall advise the Procurement Officer or designee of any Excluded Software Publishers and provide explanation for the non-representation.

**Expanded Representation.** The Reseller is expected to continue to work towards reseller certification with publishers not currently represented, particularly with those publishers whose sales volume merit classification into the itemized publisher lines. Similarly, Reseller is expected to continue to work towards a higher certification level with current publishers. If the Reseller's certification or reseller status is reestablished at a higher level, the Reseller is required to notify the MPA and individual PA Procurement Officers in writing explaining the change and any impact on their costs to obtain the product or services they may provide.

**Continued Representation.** The Reseller is expected, at a minimum, to maintain their reseller certification levels at time of award. If the Reseller's certification or reseller status is withdrawn or reduced, the Reseller is required to immediately notify the MPA and individual PA Procurement Officers in writing explaining the change, the impact on their costs to obtain the product, or limitations on the products or services they may provide, and the reasons for the change. Failure to notify, or significant negative changes in their reseller status, may be grounds which individual States may use to suspend or cancel their PA.

## **PRODUCT DELIVERY AND RETURNS**

**Media.** The reseller shall work with Participating Entity to provide media via any method available and as requested by the Participating Entity including, but not limited to: original Publisher media, CD copies of master media duplicated by the Reseller, electronic downloads, etc. In cases where original publisher's media is not available, the Reseller shall provide CD's copied from master disks of the software purchased under any volume or enterprise license agreement.

**Delivery Period.** Reseller to provide delivery within ten (10) business days after receipt of a valid order unless conditions arise that are outside the control of the Reseller, such as product out of stock. If delivery cannot be within the time frame, Reseller is to notify Participating Entity of delay and anticipated ship date. If this delayed delivery is unacceptable to Participating Entity, the order can be cancelled without penalty.

**Product Returns.** Unopened software can be returned with no restocking fee up to 30 days from date of receipt, if allowed by the software publisher. If the software publisher has a shorter timeframe for returns or requires a restocking fee, this must be stated on the quote. If that information is not provided to the Participating Entity by the Reseller, Reseller is responsible for the restocking fee. If delivered software is defective, or if the incorrect product was delivered, the Reseller must agree to accept returns. If delivered software is defective, the Reseller is responsible for return shipping and packaging costs and for restocking charges if applicable. The Reseller must agree that any defective or incorrectly delivered media will be replaced by overnight delivery at the Reseller's expense if requested by the Participating Entity. If overnight delivery is not requested, all replacement products must be received by the Participating Entity within seven (7) days of initial notification.

**Shipping Charges.** Items covered under this contract are FOB Destination and shipping charges are not to be included on any invoice unless the Participating Entity has ordered expedite shipment. For expedited shipment, Participating Entity would submit their order including related shipping charges, which may not exceed the cost of delivery by the carrier.

## **LICENSE CONFIRMATIONS**

**Proof of License.** For licenses ordered under the contract by authorized purchasers, Reseller shall be able to provide either: (i) certified Licensing Certificates for all software licenses; (ii) Reseller's certified license confirmation certificates in the name of such Licensee; or (iii) a written confirmation from the Reseller or Publisher accepting the Eligible Participating Entity's contract or purchase order as proof of license. The form of Proof of License provided must be acceptable proof to the Publisher and in the format as requested by the purchaser. The Proof of License shall be provided as an electronic file and/or hardcopy document, as requested by the Participating Entity. Reseller will retain an electronic file of Participating Entity's Proof of Licenses and provide copies to the Participating Entity as requested.

**Hardware/Software Coordination.** Reseller shall work with Participating Entity and any computer hardware contractor to ensure that license confirmation documents for any distributed software provided with those machines is provided to, and tracked by, the Reseller as consistent with this contract.

**Product Upgrades and/or Patches.** Reseller shall notify Lead State and Participating Entities in writing of any changes in product, product version, or product enhancement for any of the

Itemized Publishers. This notification shall be made to the MPA Procurement Officer and the PA Procurement Officers as soon as possible but no later than 20 days before implementation. Such information should also be posted on the state web-sites.

**Product Installation Assistance.** If the Participating Entity encounters difficulty in downloading or installing the software, the Reseller must provide assistance within eight business hours of being informed of the problem. If the installation issue is more complicated, such as an installation requiring limited configurations, Reseller may quote the total cost for services (estimated time, not to exceed contract hourly rates.) If installation or configuration requires the services of the publisher or designee, the Reseller may assist the Participating Entity in developing a separate agreement between the Participating Entity and the publisher or designee for that purpose.

## **GENERAL REQUIREMENTS – SERVICES**

In addition to the services directly associated with the receipt of product under this Scope, the Reseller will provide services related to the selection, purchase and management of distributed software. These services include, but are not limited to, development and maintenance of participating state websites, price quotes, license tracking and management, volume license agreements, software installation/de-installation/ implementation assistance, software advisement, training, and software maintenance and support. The Reseller is expected to support the Participating Entities in getting best value from software decisions, providing information and advice regarding software and representing the State's interest in negotiating with software publishers.

## **TIME QUOTE, GENERAL**

**Telephone or Email Quote Support.** Reseller must accept requests for quotes by telephone, fax, email, or online. Reseller shall accept collect telephone calls and/or provide and maintain a toll-free number for eligible agency use. Reseller shall provide an email address for receipt of requests for price quotes. Reseller must provide written quotes by fax, email or online as requested by the Participating Entity.

**Timely Quotes.** Reseller agrees to work with publishers and distributors to obtain quotes and deliver software in a timely fashion. Expected response should be within 24 hours but no more than three business days. If, after three business days, the Reseller has been unable to obtain the quote or assurances that they can obtain the software, the Reseller must contact the Participating Entity with a status report. The Reseller and the Participating Entity will mutually agree as to whether the Reseller shall continue to pursue a quote within what timeframe, or whether the Reseller will provide the Participating Entity with a written statement that the Reseller cannot supply the software. If the Reseller has been unable to obtain a quote within 10 days of the request for quote, the Contract must provide a written statement (email is sufficient) to the Participating Entity, and the procurement officer as may be required under the Participating Entity, and the procurement officer as may be required under PA, that the Reseller cannot supply the software, and the reason why.

**Guaranteed 30 Day Quote.** Reseller is required to honor all quotes for 30 calendar days. If it is known that a price increase will occur during the 30 calendar days following the quote, the Reseller may provide two quotes, based upon the date that the order is received.

**License Tracking and Management.** Reseller must have in place a product license inventory and asset management system, which will include an accurate inventory record of product licenses purchased under this Contract. Reseller must also have the capacity of keeping track of maintenance renewal and other significant due dates. At a minimum, this system must be able to provide this information by Participating Entity. Reseller shall work with Participating Entity, publishers, previous and subsequent contract software resellers, and hardware computer contractors to ensure the most comprehensive record of licenses is created, maintains, and the information transferrable.

**Volume and Enterprise License Agreement.** Reseller will work directly with Authorized Purchasers in establishing, signing and maintaining enrollment agreements. If Reseller is sole SVAR contractor in the State, Reseller will aggregate all enrollments together for Master Agreement reporting purposes. Resellers shall monitor and be able to report on the current levels of software ordered towards any of the State's VLA required sales levels to ensure the Participating Entity does not fall short and thereby incur Publisher penalties. The Reseller shall be responsible for providing license usage information to the Publishers, if such information is required by the Publishers, in a timely manner.

**Software Installation/Implementation Assistance.** Reseller shall provide, at no additional cost, assistance or advice in basic installation or implementation of COTS software.

**Software Advisement.** Reseller will provide, at no additional cost, advice relative to software. Examples of such advice would be: in selecting appropriate software; in explaining Volume License Agreements with complicated rules; in determining the most cost-effective buying strategies; in ensuring that Participating Entity is in compliance with licensing requirements; and in finding software options to meet a specific need, for example, a flow-charting package.

**Training.** Reseller shall provide at no additional cost, training on how to use their website and how to use this contract in obtaining quotes and placing orders. Online training should be available on the website, but supplemental training should be provided as needed.

**Software Maintenance and Support.** Reseller to provide needed services to support maintenance products such maintenance agreements, software upgrades, annual updates, patches and fixes needed to improve functionality and keep the software in working order. Such services may include providing recommendations on most cost-effective or appropriate long term maintenance plan. Reseller will provide such report not only to maintenance packages purchases under this agreement, but in support of any existing and current agreements.

**Software Updates.** The Reseller shall provide, at no additional charge, all new releases and updates of the software while under a maintenance agreement. Release shall be defined as any collection of enhancements or updates which the Reseller generally makes available to its installed base of customers of such programs.

## **INTERACTIONS WITH SOFTWARE PUBLISHERS**

**Best Interests of Participating Entities.** Reseller would represent the best interests of the Participating Entity in negotiating or otherwise working with Publishers for such items as: maximizing cost savings with best use of volume or enterprise license agreements, better pricing on individual volume buys, taking advantage of publishers specials, promotions, coupons or other savings opportunities.

## **CONSULTING/INDUSTRY INFORMATION**

**Product Pre-Sale Advisement.** The Reseller shall assist the Participating Entity in making strategic software application decisions by providing evaluation copies, product comparisons, needs analysis, product information and application recommendations. There shall be no charge for these services.

**Best Approaches.** The Reseller will act as liaison between the Participating Entity and individual publishers in identifying best approaches and cost savings opportunities for the Participating Entity.

**Publisher Notifications and Other Industry Information.** In the event that a publisher announces changes that are pertinent to user licenses such as product or maintenance changes or discontinuation, new product versions, product enhancements, or technical issues, the Reseller shall be required to post the information on the state websites, notify the MPA and PA Procurement Officers in writing, and work with the Procurement Officer(s) on recommended actions, as necessary.

## **TRANSITIONING LICENSE TRACKING INFORMATION AT CONTRACT TERMINATION.**

The license information data acquired and retained by Reseller will be stored as sortable data-fields so the license information can be transferred to a new system upon contract termination. Reseller will work with States and Participating Entities, or their designees, to ensure that the license information data has been successfully transferred in a usable format.

# **AGENCY INSTRUCTIONS FOR REQUESTING PRICE QUOTES**

## **A. PROCURING SOFTWARE MAINTENANCE LICENSE AGREEMENTS.**

Agencies shall obtain one (1) price quote from En Pointe Technologies Sales LLC, or one (1) price quote from Insight Public Sector or one (1) price quote from SHI International Corp.

1. When requesting for price quote(s), the agency should email or fax the following information listed below:
  - a. Requester's first and last name.
  - b. Department/agency name, phone number and email address.
  - c. Billing and Ship to address.
  - d. Software Specification(s).
2. Vendor shall respond with a price quote to the agency within 24 hours but no more than three business days. If, after three business days, the vendor is unable to obtain a price quote or assurances that they can obtain the software, the vendor shall contact the agency with a status report. The vendor and the agency will mutually agree as to whether the vendor shall continue to pursue a quote within what timeframe and to provide the agency with a written statement that they cannot supply the software and the reason why.
3. Vendor is required to honor all quotes for 30 calendar days. If it is known that a price increase will occur during the 30 calendar days following the price quote, the vendor may provide two quotes, based upon the date that the order is received.
4. Pcard Fees:

### En Point Technologies Sales, Inc.:

- a. For transactions of \$10,000.00 or less, En Pointe may not charge a credit card fee.
- b. For transactions greater than \$10,000.00, En Pointe may charge a credit card fee that shall not exceed 2.5%, and to avoid credit card fee agency should use a purchase order.
- c. If a fee is charged, it shall be reflected as a separate line item on the invoice.

Insight Public Sector does not charge a credit card fee.

SHI International Corp. charges a 2.5% credit card fee.

5. Form SPO-010, *Record of Procurement* is optional.

**B. PROCURING CONSULTING ASSISTANCE, CUSTOM REPORTS OR OTHER OPTIONAL SERVICES.**

1. Agencies shall request one price quote from each authorized vendor. The authorized vendors are: En Pointe Technologies Sales LLC, Insight Public Sector, and SHI International Corp.
2. The agency shall award based on lowest price. If the lowest price does not meet the agencies specification requirement, the award may be made to the vendor whose offer represents the best value to the agency. Best value means the most advantageous offer determined by evaluating the 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.
3. Complete form SPO-010, *Record of Procurement* when an award is for \$5,000 or greater. All non-responsive vendor(s) and related pertinent information to this procurement shall be notated in Part C. The completed and properly signed (personnel with delegated authority) copy of the form SPO-010 shall be kept in the procurement/contract file.

**CONSULTING ASSISTANCE, CUSTOM REPORTS**

**OTHER OPTIONAL SERVICES**

Definition: Added services to support maintenance products such maintenance agreements, software upgrades, annual updates, patches and fixes needed to improve functionality and keep the software in working order. Such services may include providing recommendations on most cost-effective or appropriate long-term maintenance plan.

- **SaaS software that requires alterations or customization unique to an end user agency is not allowed under this Master Agreement.**



**CONTRACTORS**

**INFORMATION**

**FOR**

**SOFTWARE VALUE**

**ADDED RESELLER**

# EN POINTE TECHNOLOGIES SALES LLC

## **CONTRACTOR INFORMATION**

1. Primary Contact

Name: En Pointe Support Team for the State of Hawaii

Phone No.: (866) 334-2087

Fax No.: (310) 337-3498

Email: [hawaii@enpointe.com](mailto:hawaii@enpointe.com)

Operational Hours: 7:45am to 4:30pm Hawaii Standard Time, Monday to Friday, excluding State of Hawaii Holidays.

2. Secondary Point of Contact

Name: Pat Accimus

Account Executive

Phone: (310) 337-4587

Email: [paccimus@enpointe.com](mailto:paccimus@enpointe.com)

3. Third Point of Contact

Name: Imran Yunus

Director

Phone: (310) 337-5908

Email: [iyunus@enpointe.com](mailto:iyunus@enpointe.com)

3. **CREDIT CARD FEE**

En Pointe may charge a credit card fee for those transactions shown below:

d. For transactions of \$10,000.00 or less, En Pointe may not charge a credit card fee.

e. For transactions greater than \$10,000.00, En Pointe may charge a credit card fee that shall not exceed 2.5%.

f. To avoid credit card fees, agency should issue a purchase order.

g. If a fee is charged, it shall be reflected as a separate line item on the invoice.

h. Purchase orders may be faxed to (310) 337-3498 or sent by email to [hawaii@enpointe.com](mailto:hawaii@enpointe.com).

i. Purchase Orders shall include the Master Agreement Number ADSPO15-097309, the SPO Vendor List Contract No. 12-03 and En Pointe's Price Quotation Number.

4. En Pointe shall confirm receiving the pCard or Purchase Order by including the software activation and downloading instructions and any other pertinent information to the requester.

5. See Exhibit A for Pricing.

## **PAYMENT & REMITTANCE ADDRESS**

En Pointe Technologies Sales LLC

PO Box 740545

Los Angeles, CA. 90074-0545

Vendor Number: 337393-00

## INSIGHT PUBLIC SECTOR

### **CONTRACTOR INFORMATION**

**Primary Point of Contact** (Operational Hours: 5:00am to 2:00pm Hawaii Standard Time, Monday to Friday, except for National Holidays)

Name: Jacob Strack  
Toll-Free Phone: (800) 467-4448 x6207  
Direct Phone: (480) 333-6207  
Fax No.: (480) 760-9488  
Email: [jacob.strack@insight.com](mailto:jacob.strack@insight.com)

### **Secondary Point of Contact**

Name: Casey Begay  
Toll Free Phone No.: (800) 467-4448 x5495  
Fax No.: (480) 760-9488  
Email: [casey.begay@insight.com](mailto:casey.begay@insight.com)

### **Third Point of Contact**

Name: Chris Letsinger  
Toll Free Phone No.: (800) 467-4448 x5820  
Fax No.: (480) 760-9488  
Email: [christopher.letsinger@insight.com](mailto:christopher.letsinger@insight.com)

See Exhibit B for Pricing

### **PAYMENT & REMITTANCE ADDRESS**

Insight Public Sector, Inc.  
PO Box 731072  
Dallas, TX 75373-1072 Vendor Number: 283656-00

### **CREDIT CARD FEE**

Insight Public Sector does not charge a credit card fee.

# SHI INTERNATIONAL CORP.

## **PRICING:**

[www.naspoaluepoint.com/#/contract-details/46/contractor/232](http://www.naspoaluepoint.com/#/contract-details/46/contractor/232)

Then click on: SHI\_SVAROfferorPricing033111.xls

## **CONTRACTOR INFORMATION**

SHI Support Team for the State of Hawaii and Primary Points of Contact is listed below or send email to: [TeamHawaii@shi.com](mailto:TeamHawaii@shi.com).

### **Field Account Executive for Hawaii State and Local Government**

(Operational Hours: 6:00am to 5:00pm HST, Mon to Fri, except for National Holidays).

Name: Andrea Keno

Phone No.: (425) 457-2462

Email: [andrea\\_keno@shi.com](mailto:andrea_keno@shi.com)

### **Field Account Executive for Hawaii Education**

(Operational Hours: 6:00am to 5:00pm HST, Mon to Fri, except for National Holidays).

Name: Matt O'Leary

Phone No.: (206) 390-4361

Email: [Matt\\_oleary@shi.com](mailto:Matt_oleary@shi.com)

### **Inside Account Managers**

(Operational Hours: 6:00am to 3:00pm HST, Mon to Fri, except for National Holidays).

Name: Taylor Copp

Phone No.: (732) 652-4773

Fax No.: (732) 652-6597

Email: [taylor\\_copp@shi.com](mailto:taylor_copp@shi.com)

Name: Joe Franklin

Phone No.: (732) 652-7441

Fax No.: (732) 652-6597

Email: [Jon\\_Franklin@shi.com](mailto:Jon_Franklin@shi.com)

### **Management Team and Secondary Points of Contact**

(Operational Hours: 6:00am to 3:00pm HST, Mon to Fri, except for National Holidays).

Name: Terrance Bridgers

Inside Sales Manager

Phone No.: (732) 652-6598

Email: [terrance\\_bridgers@shi.com](mailto:terrance_bridgers@shi.com)

Name: Alison Turner

Director, State/Local Govt and Education

Phone No.: (425) 974-5997

Email: [alison\\_turner@shi.com](mailto:alison_turner@shi.com)

## **PAYMENT & REMITTANCE ADDRESS**

SHI International Corp

P.O. Box 952121

Dallas, TX 75395-2121

Vendor Number: 319284-00

## **CREDIT CARD FEE**

SHI International Corp. charges a 2.5% credit card fee on orders of \$10,000 or more.

EXHIBIT A

En Pointe Technologies Sales PRICING SHEET - Rates by Publisher						
There are two Excel pricing sheets 'Rates by Publisher' and 'Reports-Hourly' in this file; complete both						
Rates by Software Publisher	Do you sell this publisher's products?			Certification Level	Pricing	Comments
	YES		NO	On a 1 - 5 scale (5=best), rate your level	Rate above cost (%); Rate below cost (-%)	
	Direct	Through 3rd Party				
<b>Key Itemized</b>						
Microsoft	X	x		5	0%	
Microsoft fulfillment		x		5	0.75%	
Adobe		x		5	0.75%	
IBM		x		5	0.50%	
Symantec	X	x		5	0.50%	
Intel		x		5	0.75%	
McAfee	X	x		5	0.50%	
VMWare		x		5	0.50%	
CA (Computer Associates)		x		5	0.75%	
Quest		x		5	0.75%	
SAP Business Objects	X	x		5	0.75%	
Checkpoint		x		5	0.75%	
TrendMicro		x		5	0.75%	
BMC		x		3	0.75%	
Commvault		x		5	0.50%	
RedHat	X	x		5	0.75%	
<b>Other Itemized</b>						
AI Squared	x			3	0.75%	
Apple		x		5	0.75%	
Attachmate		x		5	0.75%	
Autodesk		x		5	0.75%	
Bakbone		x		4	0.75%	
Barracuda		x		5	0.75%	
Cisco		x		5	0.50%	
Citrix		x		5	0.50%	
Compuware		x		5	0.75%	
Corel		x		5	0.75%	
Doubletake		x		4	0.75%	
EMC		x		5	0.75%	
Enchoice	x			3	0.75%	
ESET	x			3	0.75%	
ESRI		x		3	0.75%	
Freedom Scientific		x		3	0.75%	
Guardian Edge		x		3	0.75%	
GW Micro	x			3	0.75%	
HumanWare		x		3	0.75%	
Hummingbird Exceed		x		5	0.75%	
ICM Conversions	x			3	0.75%	
HP		x		5	0.50%	
Information Builders		x		5	0.75%	
Kronos Software		x		3	0.75%	
LANDesk		x		5	0.50%	
Laserfische		x		5	0.75%	
Lotus		x		5	0.75%	
Microfocus	x			4	0.75%	
Mindjet		x		5	0.75%	
MPS		x		3	0.75%	
MQSoftware		x		3	0.75%	

EXHIBIT A

nCircle	x			3	0.75%	
Novell		x		5	0.75%	
Nuance		x		4	0.75%	
Oracle		x		4	0.75%	
OSAM	x			4	0.75%	
Passpoint		x		3	0.75%	
SAS	x			5	0.75%	
Sophos		x		5	0.75%	
Solutions Software						
Splunk Software		x		3	0.75%	
Stellent		x		3	0.75%	
Sun Gard		x		3	0.75%	
Sybase		x		5	0.75%	
Techsmith		x		4	0.75%	
Titus		x		3	0.75%	
Ultrabac		x		3	0.75%	
Websense		x		5	0.50%	
<b>Non-Itemized*</b>					<b>One Rate Only for All Non-Itemized Publishers</b>	
All Other		x			1.50%	
<b>Other (not previously itemized) Directly Represented Lines</b>						<b>Add Lines as needed</b>
See <i>Ingram Micro.pdf</i> attachment for softwares list.		x			1.50%	



EXHIBIT B

PRICING SHEET - Rates by Publisher						
There are two Excel pricing sheets 'Rates by Publisher' and 'Reports-Hourly' in this file; complete both						
Rates by Software Publisher	Do you sell this publisher's products?		Certification Level	Pricing	Comments	
	YES		NO			
	Direct	Through 3rd Party				
			On a 1 - 5 scale (5=best), rate your level	Rate above cost (%); Rate below cost (-%)		
<b>Key Itemized</b>						
Microsoft	X	X		5	-0.75%	
Adobe	X	X		5	1.75%	
IBM	X	X		5	1.75%	
Symantec	X	X		5	1.75%	
Intel		X		3	1.75%	
McAfee		X		5	1.75%	
VMWare		X		5	1.75%	
CA (Computer Associates)		X		5	1.75%	
Quest		X		5	1.75%	
SAP Business Objects	X	X		3	1.75%	
Checkpoint		X		4	1.75%	
TrendMicro		X		5	1.75%	
BMC		X		3	1.75%	
Commvault		X		5	1.75%	
RedHat		X		4	1.75%	
<b>Other Itemized</b>						
AI Squared	X			3	1.75%	
Apple	X			4	1.75%	
Attachmate		X		5	1.75%	
Autodesk		X		5	1.75%	
Bakbone		X		5	1.75%	
Barracuda		X		3	1.75%	
Cisco	X			5	1.75%	
Citrix		X		4	1.75%	
Compuware	X			3	1.75%	
Corel	X	X		5	1.75%	
Doubletake	X	X		4	1.75%	
EMC		X		3	1.75%	
Enchoice		X		3	1.75%	
ESET		X		3	1.75%	
ESRI		X		3	1.75%	
Freedom Scientific		X		3	1.75%	
Guardian Edge		X		3	1.75%	
GW Micro		X		3	1.75%	
HumanWare		X		3	1.75%	
Hummingbird Exceed		X		3	1.75%	
ICM Conversions			X		1.75%	In direct contact with publisher pursuing reseller authorization
HP		X		5	1.75%	
Information Builders		X		3	1.75%	
Kronos Software		X		3	1.75%	



EXHIBIT B

PRICING SHEET - Rates by Publisher						
There are two Excel pricing sheets 'Rates by Publisher' and 'Reports-Hourly' in this file; complete both						
Rates by Software Publisher	Do you sell this publisher's products?			Certification Level	Pricing	Comments
	YES		NO	On a 1 - 5 scale (5=best), rate your level	Rate above cost (%); Rate below cost (-%)	
	Direct	Through 3rd Party				
LANDesk	X			5	1.75%	
Laserfische			X		1.75%	Confirming reseller/sourcing authorizations with distribution partners
Lotus		X		5	1.75%	
Microfocus		X		3	1.75%	
Mindjet		X		5	1.75%	
MPS			X		1.75%	Confirming reseller/sourcing authorizations with distribution partners
MQSoftware		X		3	1.75%	
nCircle		X		3	1.75%	
Novell		X		4	1.75%	
Nuance	X	X		5	1.75%	
Oracle		X		5	1.75%	
OSAM			X		1.75%	Publisher is normally "direct to client" only. Insight is pursuing partnership with this publisher.
Passpoint		X		5	1.75%	
SAS		X		3	1.75%	
Sophos		X		5	1.75%	
Solutions Software					Deleted in Amendment 6	
Splunk Software		X		3	1.75%	
Stellent		X		5	1.75%	
Sun Gard			X		1.75%	Confirming reseller/sourcing authorizations with distribution partners
Sybase	X	X		3	1.75%	
Techsmith		X		3	1.75%	
Titus	X			3	1.75%	
Ultrabac	X			3	1.75%	
Websense		X		3	1.75%	
<b>Non-Itemized*</b>					<b>One Rate Only for All Non-Itemized Publishers</b>	
All Other		X			2.75%	
<b>Other (not previously itemized) Directly Represented Lines</b>						<b>Add Lines as needed</b>
	X					
	X					
	X					

EXHIBIT B

PRICING SHEET - Rates by Publisher					
There are two Excel pricing sheets 'Rates by Publisher' and 'Reports-Hourly' in this file; complete both					
Rates by Software Publisher	Do you sell this publisher's products?		Certification Level	Pricing	Comments
	YES		NO	On a 1 - 5 scale (5=best), rate your level	Rate above cost (%); Rate below cost (-%)
	Direct	Through 3rd Party			
	X				
	X				
	X				