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STATE PROCUREMENT OFFICE

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September 22, 2022

TO: Executive Departments/Agencies City and County of Honolulu
Department of Education Honolulu City Council
Hawaii Health Systems Corporation Honolulu Board of Water Supply
Office of Hawaiian Affairs Honolulu Authority for Rapid Transportation
University of Hawaii County of Hawaii
Public Charter School Commission Hawaii County Council
and Schools County of Hawaii-Department of Water Supply
House of Representatives County of Maui
Senate Maui County Council
Judiciary County of Maui-Department of Water Supply
County of Kauai
Kauai County Council
County of Kauai – Department of Water

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

SUBJECT: **Change No. 33**
SPO Vendor List Contract No. 16-18
NASPO VALUEPOINT SOFTWARE VALUE ADDED RESELLER - STATEWIDE
RFP Reference No.: ADSPO16
Expires: December 31, 2022

The following changes are made to the vendor list contract:

1. The contracts with CDW Government LLC, Insight Public Sector Inc and SHI International Corp are extended to December 31, 2022.
2. The primary point of contact for CDW Government LLC is updated.

The current vendor list contract incorporating Change No. 33 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 Matthew Chow at (808) 586-0577 or matthew.m.chow@hawaii.gov.

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**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

SPO Vendor List Contract No. 16-18
Replaces SPO Vendor List Contract No. 12-03
Includes Change No. 33
Effective: 09/22/2022

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

**NASPO VALUEPOINT
SOFTWARE VALUE ADDED RESELLER (SVAR)**
(NASPO VALUEPOINT #ADSP016-130653)
September 27, 2016 to December 31, 2022

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 four qualified contractors.

The purpose of this contract is to acquire Commercial off the Shelf Software (COTS) and related services from Software Value-Added Resellers.

For additional information on this contract, visit the NASPO ValuePoint website at <https://www.naspovaluepoint.org/portfolio/software-var-2016-2021/>.



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
Department of Education	Honolulu City Council
Hawaii Health Systems Corporation	Honolulu Board of Water Supply
Office of Hawaiian Affairs	Honolulu Authority for Rapid Transportation
University of Hawaii	County of Hawaii
Public Charter School Commission and Schools	Hawaii County Council
House of Representatives	County of Hawaii – Department of Water Supply
Senate	County of Maui
Judiciary	Maui County Council
	County of Maui – Department of Water Supply
	County of Kauai
	Kauai County Council
	County of Kauai – Department of Water

The participating jurisdictions are not required, but may purchase from this 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	Telephone	FAX	E-mail
Executive	Matthew Chow	586-0577	586-0570	matthew.m.chow@hawaii.gov
Department of Education (DOE)	Procurement Staff	675-0130	675-0133	G-OFS-DOE-Procurement@k12.hi.us
Hawaii Health Systems Corporation (HHSC)	Nancy Delima	359-0994	n/a	ndelima@hhsc.org
Office of Hawaiian Affairs (OHA)	Christopher Stanley	594-1833	594-1865	chriss@oha.org
University of Hawaii (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 of Representatives (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
Honolulu City and County (C&C)	Procurement Specialist	768-5535	768-3299	bfpurchasing@honolulu.gov
Honolulu City Council	Kendall Amazaki, Jr.	768-5084	n/a	kamazaki@honolulu.gov
Honolulu City Council	Nanette Saito	768-5085	768-5011	nsaito@honolulu.gov
Honolulu Board of Water Supply	Procurement Office	748-5071	n/a	fn_procurement@hbws.org
Honolulu Authority for Rapid Transportation (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	241-6297	ebarreira@kauai.gov
Kauai County Council	Codie Tabalba	241-4193	241-6349	ctabalba@kauai.gov
Kauai County Council	Scott Sato	241-4810	241-6349	ssato@kauai.gov
County of Kauai - Department of Water	Marcelino Soliz	245-5470	245-5813	msoliz@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 vendors listed below 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.

- Insight Public Sector, Inc. (Insight)
- CDW Government LLC
- SHI International Corp. (SHI)

VENDOR CODES for annotation on purchase orders are obtainable from the *Alphabetical Vendor Edit Table* available at your department's fiscal office. Agencies are cautioned that the remittance address on an invoice may be different from the address of the vendor code annotated on the purchase order.

COMPLIANCE PURSUANT TO HRS §103D-310(c). Prior to awarding this contract, the SPO verified compliance of the Contractor(s) named in the SPO Vendor List Contract No. 16-18. *No further compliance verification is required prior to issuing a contract, purchase order, or pCard payment when utilizing this contract.*

PURCHASING CARD (pCard). The State of Hawaii Purchasing Card (pCard) is required to be used by the Executive 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.

FREIGHT CHARGES

Prices proposed will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor’s warranty obligations. Any portion of a full order originally shipped without transportation charges (that failed to ship with the original order, thereby becoming back-ordered) will also be shipped without transportation charges.

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)	0.0%	4.0%	4.1666%	No county surcharge
KAUAI	0.50%	4.0%	4.7120%	12/31/2030

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

County surcharges on state general excise (GE) tax or Use tax may be visibly passed on but 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.

COMPLIANCE PURSUANT TO HRS §103-53. All state and county contracting officers or agents shall withhold final payment of a contract until the receipt of tax clearances from the director of taxation and the Internal Revenue Service. This section does not apply to contracts of less than \$25,000.

SPO VL Contract No. 16-18 AND THE MASTER AGREEMENT NO.: ADSP016-138244 (Insight Public Sector, Inc.); ADSP016-130651 (SHI International Corp.); and ADSP016-130652 (CDW Government LLC) will be typed on purchase orders issued against this vendor list contract. For pCard purchases, the SPO VL Contract No. 16-18 and Master Agreement No. ADSP016-138244 (Insight Public Sector, Inc.); ADSP016-130651 (SHI International Corp.); and ADSP016-130652 (CDW Government LLC) 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.

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

The following Contractors have agreed to the FEMA special provisions:

- Insight Public Sector Inc
- SHI International Corp

DEFINITIONS:

- *Appliance* means a separate and discrete hardware device with integrated software (firmware), specifically designed to provide a specific computing resource. An appliance which is the sole means of obtaining the Software product is allowable.
- *Commercial Off-the-Shelf Software (COTS)* means non-developmental software which has been created for specific uses and is available to the general public in the commercial marketplace. COTS products are designed to be implemented easily into existing systems without the need for customization.
- *End-User License Agreement* or *License Agreement (EULA)* 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.
- *Enterprise License Agreement (ELA)*.
- *Lead State Contractor Administrator (LSCA)*.
- *Non-perpetual licenses* or *Subscription License* is a temporary license that provides the right to use a particular licensed product until the end of the license-agreement term.
- *Perpetual license* means a license which is everlasting and valid if the software is being used in accordance with the license-agreement requirements.
- *Participating State Contractor Administrator (PSCA)*.
- *Publisher* means a software manufacturer.
- *Reseller* means a Software Value-Added Reseller who is awarded under this solicitation, and who has a fully-executed (MPA and PA-s) contract.
- *Reseller Cost* means the price that the Reseller pays the Publisher or Distributor to purchase software on behalf of the Participating State. Reseller cost should not include any administrative or other mark-up costs.
- *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 State's total expected purchasing over a period of time is considered in establishing the discount level.

SCOPE OF WORK

Software Value-Added Reseller ("Reseller" – "SVAR")

Software Value-Added Reseller ("Reseller" – "SVAR") shall be a large account reseller authorized to sell products direct from Key Software Publishers or authorized Distributors.

SVAR shall do the following:

- Provide Commercial Off-the-Shelf-Software (COTS).
- Honor existing Volume or Enterprise license agreements.
- Offer maintenance and support packages on licenses already owned by the Participating State and other Purchasing Entities.
- Provide Pre-Sale Advisement – **There shall be no charge for these services.**
 - Advise the Purchasing Entity in making strategic software application decisions by providing evaluation copies, product comparisons, needs analysis, product information and application recommendations.
 - Act as liaison between the Purchasing Entity and individual publishers in identifying best approaches and cost savings opportunities for the Purchasing Entity.
 - 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 States and other Purchasing Entities are in compliance with licensing requirements; and,
 - In finding software options to meet a specific need, for example, a flow-charting package.
- Reseller shall negotiate to reduce Reseller Cost, to pass on savings to the Participating State and other Purchasing Entities.
- Provide assistance in explaining and developing Volume License and Enterprise Agreements.
- Provide Software Installation Assistance.
 - Provide, at no additional cost, assistance or advice in basic installation or implementation of COTS product.
 - If the Purchasing Entity encounters difficulty in downloading or installing the software, the Reseller must provide assistance within eight (8) business hours of being informed of the problem.
- Provide Software De-Installation Assistance.
- Provide Tracking, Management, Usage Monitoring and Reporting of Licenses
 - Reseller shall 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 capability tracking maintenance renewal and other significant due dates.
- At a minimum, this system shall be able to provide this information by Participating State and Purchasing Entity.
- Reseller shall work with Participating State, other Purchasing Entities, publishers, previous and subsequent contract software resellers, and hardware computer contractors to ensure the most comprehensive record of licenses is created, maintained, and the information transferable.
- As may be requested by a Participating State, or other Purchasing Entity, Reseller shall work with NASPO ValuePoint computer equipment contractors, or a Participating State’s comparable computer hardware contractor, to see that any software acquired under those contracts can be tracked through this contract.
- Notify Participating State and Purchasing Entity of publisher publicly announced changes pertinent to User licensing.

SVAR shall Develop and Maintain Website

- For *Participating States*, Reseller shall develop and support a website specific to that State, with content approved from the LSCA or PSCA as appropriate based on content.
 - This web site information shall be available through the Internet without the use of additional software or licenses.

COTS Products

Software which requires little or no services

	<u>IN SCOPE OFFERINGS ALLOWED</u>		<u>OUT OF SCOPE NOT ALLOWED</u>
LICENSING TYPE	COTS	Individual Licensing Volume Licensing Enterprise Licensing	Custom/Customized
LICENSING PERIOD	Perpetual	Subscription	<i>none</i>
Delivery	Shrink-Wrap	Download	none
HOSTING as part of delivery & use	On Premise	Off Premise	<i>Managed Service Managed Services means the proactive management of an IT (Information Technology) asset or object, by a third party typically known as a MSP, on behalf of the customer.</i>

- 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 Purchasing Entity specifically requests in writing an earlier model or version and the Reseller is willing to provide such model or version.
- License and Maintenance Agreements
 - *Volume License Agreements (VLA) and Enterprise License Agreements (ELA).*
 - The Reseller will honor existing Participating State’s VLA’s or ELA’s with publishers and include those licenses as part of the Reseller’s license tracking service. Reseller will work with Participating State, Purchasing Entities and Publishers as needed to establish new VLAs or ELAs. The Reseller will work with the Publisher and Participating State as necessary to ensure the Participating State receives timely and pertinent license information, such as: license or agreement renewals, or opportunities based on actual volume.
 - Reseller will work directly with Purchasing Entities in establishing, signing and maintaining enrollment agreements.
 - *Individual Software Licenses.* Purchasing Entities can purchase individual COTS licenses, such as perpetual and non-perpetual licenses, through the Reseller.
- Software Maintenance and Support Agreements.

Purchasing 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 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 support, not only to maintenance packages purchases under this agreement, but in support of any existing and current agreements.
 - *Software Updates*
 - Users are eligible to receive, from the Publisher, all new releases and updates of the software, at no additional charge, while under a maintenance agreement. A “Release” means any collection of enhancements or updates which the Publisher generally makes available to its installed base of customers of such programs. The Reseller shall assist the Purchasing Entity to obtain such releases or updates for their Users from the Publisher.

- Should a User not want to receive the next upgrade, the User shall so notify the respective Publisher.
 - License Confirmations
For licenses ordered under the contract by Purchasing Entity, Reseller shall be able to provide:
 - Certified Licensing Confirmation Certificates for all software licenses;
 - Reseller’s certified license confirmation certificates in the name of such Licensee; or,
 - Written confirmation from the Reseller or Publisher accepting the Eligible Participating State’s contract or purchase order as proof of license.
 - 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 the Participating State 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.
- Software Publishers Categories. The identified software products have been divided into three tiers: Key Itemized 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 Reseller 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.
 - Itemized Highest Volume Publishers (Highest Volume, Itemized Lines).
The products of the publishers in this category represent the highest tier of sales volume of those publishers who sell through resellers. This category is the one most likely to include a Participating State’s enterprise or high-volume agreement with a publisher. Resellers shall be 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 volume. This category may include a Participating State’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. Enterprise or Volume Licensing Agreements are not anticipated 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 LSCA 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 no 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 LSCA 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 certifications 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 toward a higher certification level with current publishers.
- Price Quote General. Pricing is submitted in the MPA as a percentage of Reseller Cost. As requested by a Purchasing Entity, for example on a high-volume single order, Reseller shall negotiate to reduce Reseller Cost, to pass on savings to the Participating State. Firm individual order quotes shall be provided to Purchasing Entity prior to order submittal.
 - Telephone or Email Quote Support. Reseller shall accept requests for quotes by telephone, fax, or email. 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 shall provide written quotes by fax, email as requested by the Participating State.
 - Quoted Delivery Method. The quote must clearly indicate the method of delivery, whether via media, download or Services.
 - 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 twenty-four (24) hours but no more than three (3) business days. If, after three (3) business days, the Reseller has been unable to obtain the quote or assurances that they can obtain the software, the Reseller shall contact the Participating State or other Purchasing Entity with a status report. The Reseller and the Participating State/Purchasing Entity will mutually agree as to whether the Reseller shall continue to pursue a quote and within what timeframe, or whether the Reseller will provide the Participating State/Purchasing Entity with a written statement that the Reseller cannot supply the software. If the Reseller has been unable to obtain a quote within ten (10) days of the request for quote, the Reseller shall provide a written statement (email is sufficient) to Participating State/Purchasing Entity.
 - Guaranteed 30 Day Quote. Reseller is required to honor all quotes for thirty (30) calendar days. If it is known that a price increase will occur during the thirty (30) calendar days following the quote, the Reseller may provide two quotes, based upon the date that the order is received.
 - Sales Promotion. The Reseller may conduct sales promotions involving specific products or groups of products for specified time periods. If electing to exercise this provision, the Reseller shall submit a formal request for approval to the LSCA. The request should include: the product or product groups, the promotional price as compared to the standard price and the Master Agreement price for the product or product groups, and the start and end date of the sales promotion. LSCA's approval shall be in the form of an amendment to the MPA. Upon approval, the Reseller shall provide conspicuous notice of the promotion to all Participating Entities.
- Product Delivery and Returns

- Media. The Reseller shall work with Participating State or other Purchasing Entity to provide media via any method available and as requested by the Participating State 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 no longer than ten (10) business days after receipt of a valid order unless conditions arise that are outside the control of the Reseller. If delivery cannot be within this time frame, Reseller is to notify Purchasing Entity of delay and anticipated ship date. If this delayed delivery is unacceptable to Purchasing 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 time frame for returns or requires a restocking fee, this must be stated on the quote. If that information is not provided to the Participating State 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 State or Purchasing Entity. If overnight delivery is not requested, all replacement products must be received by the Participating State or Purchasing 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 Purchasing Entity has ordered expedited shipment. For expedited shipment, Purchasing Entity would submit their order including shipping charges, which may not exceed the cost of delivery by the carrier.

Services

	<u>IN SCOPE SERVICES ALLOWED</u>		<u>OUT OF SCOPE NOT ALLOWED</u>
SOFTWARE & LICENSING TYPE	COTS	Volume Licensing	Custom/Customized
LICENSING PERIOD	Perpetual	Subscription	Not Applicable
Delivery	Shrink-Wrap	Download	Not Applicable
HOSTING as part of delivery & use	On-Premise	Off-Premise	Managed Services
SERVICES	Basic Installation, Training and Maintenance <i>Means that activity which <u>does not require Consulting, Configuration, Engineering, Design or any other type of service specific to a Purchasing Entity requiring description of tasks and deliverables and agreement by the parties (Statement of Work).</u></i>		Consulting, configuration, engineering, design, etc., any type of service specific to a Purchasing Entity requiring description of tasks and deliverables and agreement by the parties.

Training

- Training shall be available in the form of tutorials for basic installation and web-based training for software operation, basic phone support.
- Provision of information on how to access a Software Publisher’s “Help Desk” (either telecom or web-based) for basic use questions.

Customer Service and Representation

- *Dedicated Representation and Timely Response.* Reseller shall provide a dedicated representative for each Participating State. Such representative will become familiar with the State and its cooperative partners, provide a single point as needed for quote assistance, offer software recommendations, track and report on renewal deadlines, and serve as a contact point for the LSCA. Reseller must commit to returning phone calls or responding to emails within two (2) business days.

**AGENCY INSTRUCTIONS FOR REQUESTING PRICE QUOTES FOR
SOFTWARE MAINTENANCE LICENSE AGREEMENTS AND FOR
SERVICES BEING OFFERED AS A SEPARATE CHARGE.**

PRICE QUOTES:

1. For purchases up to \$24,999.99, the agency is required to obtain a minimum of one (1) price quote from the list of authorized Volume Account Resellers (VAR) listed below:

- Insight Public Sector, Inc.
- SHI International Corp
- CDWG

The agency has the option to complete Form SPO-010, *Record of Procurement*.

2. For purchases from \$25,000.00 and above, the agency shall obtain a minimum of two (2) price quotes from the list of authorized Volume Account Resellers (VAR) listed below:

- Insight Public Sector, Inc.
- SHI International Corp
- CDW Government LLC

The agency shall complete Form SPO-010, *Record of Procurement*.

If the agency requests price quotes from all three (3) VAR's and receives only one (1) price quote, the agency shall explain their reason in Part C, on Form SPO-010.

3. If a Volume Licensing Agreement (VLA) or Enterprise Licensing Agreement (ELA) is executed by a jurisdiction, then agency shall contact its IT coordinator to solicit quote from the awarded VAR.

INSTRUCTIONS:

1. The agency shall request price quote(s) by email or fax. The agency shall provide the following information to the Reseller:
 - 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. When a Reseller receives a price quote request from the agency, the Reseller shall:
 - a. Respond to the agency with a price quote within 24 hours but no more than three business days. If, after three business days, the Reseller shall contact the agency with a status report.

- b. The Reseller and the agency will mutually agree as to whether the Reseller shall continue to pursue a price quote and within what timeframe or whether the Reseller cannot supply the software.
 - c. If the Reseller is unable to provide a price quote within ten (10) days, the Reseller shall send an email to the agency why they cannot supply the software.
- 3. The Reseller is required to honor all price quotes for thirty (30) calendar days. If it is known that a price increase will occur during the 30 calendar days following the price quote, the Reseller may provide two quotes, based upon the date that the order is received.
- 4. The agency shall award based on lowest price. If the lowest price does not meet the agencies specification and operational requirements, the award may be made to the Reseller 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.
- 5. The agency shall complete form SPO-010, *Record of Procurement* when an award is for \$25,000.00 or greater. If the department does not receive a price quote from two (2) different Account Volume Resellers, the agency shall explain the reason(s) why in Part C. If the department does not award to the lowest responsive, responsible bidder, the department shall explain their justification in Part D. The approved Form SPO-010 shall be kept in the procurement/contract file.
- 6. Pcard Fees:

Insight Public Sector does not charge a credit card fee.

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

CDW Government LLC does not charge a credit card fee.

CONTRACTORS

INFORMATION

FOR

SOFTWARE VALUE

ADDED RESELLER

(SVAR)

**INSIGHT PUBLIC SECTOR INC
MASTER AGREEMENT NO. ADSP016-138244**

CONTRACTOR INFORMATION

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

Primary Point of Contact

Name: Ron Walters
Toll-Free Phone: (800) Insight
Direct Phone: (937) 415-9463
Fax No.: (480) 760-9488
Email: TeamHawaii@insight.com

Secondary Point of Contact

Name: Brandon Marvel
Direct Phone: (501) 505-4599
Fax No.: (480) 760-9488
Email: brandon.marvel@insight.com

PRICING

To view Insight Public Sector Publishers, markup/down prices, go to:
<https://www.naspovaluepoint.org/portfolio/software-var-2016-2022/insight-public-sector/>

Click on Insight Master Price Agreement.pdf

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.
MASTER AGREEMENT NO. ADSP016-130651**

CONTRACTOR INFORMATION

For price quotes, email your request to SHI Support Team for the State of Hawaii at: TeamHawaii@shi.com or to SHI sales representatives listed below:

1. Primary Contact for State and County

Name: Pete Kim

Phone No.: (808) 354-1712

Email: Pete_kim@shi.com

Inside Account Managers (Price Quotes, Orders, and Invoices)

Name: Jovon Warren

Miguel DaSilva

Mark Brum

Phone No.: (732) 711-2613

(732) 711-2613

(732) 711-2613

Email: Jovon_Warren@shi.com

Miguel_dasilva@shi.com

Mark_brum@SHI.com

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

2. SHI Management Team and Contacts for Escalations

Title: Inside Sales Manager

West Region District Manager

West Region VP

Name: Scott Kent

Erich Sillett

Darron Gross

Phone No.: (732) 652-3048

(310) 874-2924

(512) 318-7070

Email: Scott_Kent@shi.com

Erich_sillett@shi.com

Darron_Gross@shi.com

(Operational Hours: 6:00am to 3:00pm or 5:00 HST, Mon to Fri, except for National Holidays).

PRICING:

<https://www.naspo.valuepoint.org/portfolio/software-var-2016-2021/shi-software-var/>

Then click on: SHI Master Price Agreement.pdf

PAYMENT & REMITTANCE ADDRESS

SHI International Corp

P.O. Box 952121

Dallas, TX 75395-2121 Vendor Number: 319284-00

CREDIT CARD FEE

SHI International Corp. collects a 2.5% merchant fee on all credit card orders

**CDW GOVERNMENT LLC
MASTER AGREEMENT NO. ADSPO16-130652**

CONTRACTOR INFORMATION

Primary Points of Contact

Name: Luke Anderson
Phone No.: (847) 419-7416
Fax No: (847) 465-5265
Email: lukeand@cdwg.com

Name: Ryan Cox
Phone No.: (847) 371-7138
Fax No.: (312) 705-8252
Email: Ryacox@cdwg.com

Name: CDWG primary sales inbox
Email: hawaii@cdwg.com

PRICING (COTS)

To view CDWG Publishers, markup/down prices, go to:

<https://www.naspovaluepoint.org/portfolio/software-var-2016-2022/cdw-g/>

Click on CDWG Master Price Agreement.pdf

PRICING (VALUE ADDED SERVICES)

To view CDWG Value Added Services Pricing, go to:

<https://www.naspovaluepoint.org/portfolio/software-var-2016-2022/cdw-g/>

Click on CDWG Master Agreement ADSPO16-130652

Then scroll down to Attachment B: Methodology, Paragraph 7, Value Added Services listed on pages 391 to 393.

PAYMENT & REMITTANCE ADDRESS

CDW Government
75 Remittance Dr., Ste. 1515
Chicago, IL 60675-1515 Vendor Number: 261475-00

CREDIT CARD FEE

There is no credit card fee for any orders placed with CDWG.