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**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

SPO Price List Contract No. 23-07

Includes Change No. 2

Effective: 12/13/2022

THIS SPO PRICE/VENDORLISTCONTRACT IS FOR AUTHORIZED BUSINESS ONLY

**NASPO VALUEPOINT
CITIZEN ENGAGEMENT PLATFORM**

RFP No. AS21-189

October 6, 2022 to September 14, 2026

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. NASPO ValuePoint Purchasing Organization, LLC 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 Utah is the current lead agency and contract administrator for the NASPO ValuePoint Citizen Engagement Platform contract. A request for competitive sealed proposals was issued on behalf of NASPO ValuePoint Cooperative Purchasing Organization, LLC and a contract was awarded to eighteen (18) qualified Contractors.

For additional information on this contract, visit the NASPO ValuePoint website at <https://www.naspovaluepoint.org/portfolio/citizen-engagement-platforms/>.



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

Executive Department/Agencies	City & County of Honolulu (C&C of Honolulu)
Department of Education (DOE)	Honolulu City Council
School Facilities Authority	Honolulu Board of Water Supply
Hawaii Health Systems Corporation (HHSC)	Honolulu Authority for Rapid Transportation (HART)
University of Hawaii (UH)	County of Hawaii
Public Charter School Commission and Schools	Hawaii County Council
Office of Hawaiian Affairs (OHA)	County of Hawaii - Department of Water Supply
House of Representatives (House)	County of Maui
Senate	Maui County Council
Judiciary	County of Maui - Department of Water Supply
	County of Kauai
	Kauai County Council
	County of Kauai - Department of Water

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

POINTS OF CONTACT. Questions regarding the products, 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
School Facilities Authority	Gaudencia "Cindy" Watarida	430-5531	n/a	cindy.watarida@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	bbspurchasing@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
County of Kauai - Department of Water	Marcelino Soliz	245-5470	245-5813	msoliz@kauaiwater.org

USE OF THIS PRICE 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 or vendor list contract vendor(s)

CONTRACTORS. The following contractors are authorized to provide Citizen Engagement Platform. They have signed a Master Agreement with the State of Utah and a Participating Addendum with the Hawaii State Procurement Office.

- CoreSphere LLC
- Paylt LLC
- Tyler Technologies Inc

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. 23-07. *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 departments/agencies, excluding DOE, OHA, HHSC and UH for orders totaling less than \$2,500. For purchases \$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 \$2,500 or more, and for Contractors who either do not accept the pCard, set minimum order requirements before accepting the pCard for payment, or charge its customers a transaction fee for the usage.

SPO PRICE LIST CONTRACT NO. 23-07 AND NASPO VALUEPOINT MASTER AGREEMENT NO. (notated on the vendor information page) shall be typed on purchase orders issued against this price list contract. For pCard purchases, the SPO Price List Contract No. 23-07 and the NASPO ValuePoint Master Agreement Number shall be notated on the appropriate transaction document. The Master Agreement Numbers can be found on the vendor information page.

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

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>.

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.

VENDOR AND PRODUCT EVALUATION form SPO-012, for the purpose of addressing concerns on this price list contract, is available to the 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.

DEFINITIONS

- **SaaS Services** means the Contractor off the shelf, software as a service and related services, hosted by Contractor or third party service provider, including maintenance and support services, as specified under the Order. SaaS Services do not include support of an operating system or hardware, support outside of Contractor's normal business hours, or training, consulting, or other professional services.
- **SLA** means any End User License Agreement, SaaS License Agreement or other terms that the use of certain SaaS Services is governed by.

CATEGORIES

1. **Platform Management:** A software solution that will offer a variety of applications to help customers (i.e., public entities) manage systems across platforms. Platform management will answer questions and contain solutions that remember, remind, and respond to users.
2. **Master Data Management:** A software solution that will provide the means to associate various records pertaining to an individual. Includes technology to ensure uniformity and accuracy of master data assets and coordination of data across all platforms. Allows a public entity to create and manage a central, persistent system of record or index of record for master data. Solution supports ongoing master data stewardship and governance requirements through workflow-based monitoring and corrective-action techniques.
3. **Chatbots and Customer Service:** A software solution that provides Robotic Process Automation (RPA) to assist government agencies by responding to frequently asked questions quickly to complete a transaction or find information.

4. **Customer Engagement:** A software solution that provides a centralized platform to manage multiple interactions with customers. Provides a platform for studying customer behavior through all channels and touchpoints of interaction such as phone, in-person, or online.
5. **Social Listening:** A software solution that allows entities to view the “voice of the customer” across all input channels such as through email, web forms, social media, and inbound calls. Solution utilizes a dashboard to effectively identify issues, satisfaction, and needs.
6. Additional **Value Add Items / Services** may be proposed by an Offeror within the Award Category it is awarded in. Such value add items / services are to be included within Offeror's proposal. Such value added solutions may include, but are not limited to, solutions as - identity management, referrals engine, user behavior analytics, digital wallets, web hosting, Website & web app development, eCommerce services and payment processing, etc.

AWARDED CATEGORY

Contractor Name	Category 1: Platform Management	Category 2: Master Data Management	Category 3: Chatbots & Customer Service	Category 4: Customer Engagement	Category 5: Social Listening
CoreSphere LLC				X	
PayIt LLC				X	
Tyler Technologies Inc	X	X			

OVERVIEW

1. Data Ownership.

The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity, and except as permitted by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or at the Purchasing Entity's written request. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. Data Protection

Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.
- b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.
- c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement
- d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be agreed to

by the Participating Entity and the Contractor and identified in the ordering document issued against the Master Agreement, or the SLA.

- e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.
- f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. Data Location

The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model.

4. Security Incident or Data Breach Notification

Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed Data Breach that affects the security of any Purchasing Entity's content that is subject to applicable data breach notification law, the Contractor shall (1) within 72 hours or promptly without out reasonable delay notify the Purchasing Entity, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 72 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a Data Breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

Unless otherwise stipulated, if a data breach is a direct result of Contractor's breach of its contractual obligation to encrypt personal data or otherwise prevent its release as reasonably determined by the Purchasing Entity, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service

required by state (or federal) law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$217 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause.

5. Background Checks

- a. Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents.
- b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.
- c. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

6. Access to Security Logs and Reports

- a. The Contractor shall provide reports on a schedule specified in the SLA to the Purchasing Entity in a format as specified in the SLA and agreed to by both the Contractor and the Purchasing Entity. Reports may include latency statistics, user access, user access IP address, user access history and security logs for all Purchasing Entity files related to the Master Agreement, Participating Addendum, or SLA.
- b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

7. Change Control and Advance Notice

The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number. So long as Purchasing Entity is timely paying the subscription fees or has a maintenance and support agreement in effect, Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users. No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity. Contractor will notify the Purchasing Entity of any major update or upgrade as specified in the Order.

AGENCY INSTRUCTIONS

(excludes DOE)

1. For Executive Jurisdiction only, requesting agency is required to contact their IT coordinator for assistance with procuring any Citizen Engagement Platform. Prior approval of an IT Spend Request form via the Office of Enterprise Technology Services IT governance process is required, including approvals by the Chief Information Officer (CIO), and Projects Advisory Committee, if applicable.
2. For Executive Jurisdiction only, use of this vendor list requires all system/application user accounts for the contractor's solution use or integrate with the State of Hawaii OETS Azure Active Directory, and the State of Hawaii Statewide Identity Services (Azure AD B2C). All solution architectures must be included in the SOW, subject to approval by the CIO.
3. Agency shall solicit to all contractors in the awarded category.
4. Agency should review the EULAs and SLAs as part of the contractor evaluation/quote comparison.

Note: Order of Precedence. Any order placed under this Master Agreement will consist of the following documents:

- (1) The State of Hawaii's Participating Addendum
 - (2) The NASPO ValuePoint Master Agreement, including all attachments thereto which shall be considered a part of this Agreement including the product specific End User License Agreements and SLAs that are specifically attached to this Master Agreement.
 - (3) A Purchase Order, including the Scope of Work/Specifications issued against the Master Agreement;
5. If Award is made based on best value.
 - a. **CONSIDERATION OF QUOTES.** Agencies shall consider all responsive and responsible quotes received. An award shall be made to the authorized Contractor or authorized reseller based on lowest price. If the lowest price does not meet the agencies specification requirement, the award may be made to the authorized contractor or authorized reseller whose offer represents the best value to the agency. Best value means the most advantageous offer determined by evaluating and comparing all relevant criteria in addition to price so that the offer meeting the overall combination that best services the agency is selected. These criteria may include, in addition to others, the total cost of ownership, performance, vendor history, quality of goods, services, delivery and proposed technical performance.
 - b. Personnel conducting or participating in utilizing Price List Contract No. 23-07 is responsible to complete form SPO-010, *Record of Procurement*. The completed Form SPO-010 is stored in the agency's procurement/contract file.
 - c. If award is not made to the lowest responsive, responsible bidder, written justification is explained in Part D.
 6. Awarded contractor shall work with Agency to develop a Statement of Work (SOW). At minimum, the SOW shall include:

- a. Contract term shall be up to one (1) base year, with the option to extend up to two (2) additional years; the entire contract term shall not exceed three (3) years, unless requesting agencies receive written approval by the CIO
 - b. Detailed task list
 - c. Description of cloud service and deployment model
 - d. Deliverables, and associated acceptance criteria and payment schedule
 - e. For all system/application user accounts, detailed description on using or integrating with the State of Hawaii OETS Azure Active Directory, and State of Hawaii's Statewide Identity Services (Azure AD B2C)
 - f. Timeline, to include milestones
 - g. Line item descriptions, quantities, labor categories, unit pricing, labor rates, fees, fee structure, discounts, and total pricing, including tax - for each item purchased
 - h. Examples of fee types include but are not limited to development, hosting, maintenance support, transaction (e.g., payment processing, service, or other fees)
 - i. If applicable, description of transaction fee model, to include but limited to estimated volume of transactions over time (monthly, annual) and estimated revenue
 - j. If any fees are charged based on transactions, at minimum, the SOW shall be reviewed annually with the option of renegotiating fees before start of the next year.
 - k. Detailed listing of contractor and government responsibilities, including but not limited to invoicing, including payment processing, reporting, billing, account tracking, transaction dispute resolution, refunds, and funds transfer.
7. Agency should coordinate the execution of the Purchase Order (along with supporting SOW) in the following order:
 - a. Contractor signs the SOW;
 - b. CIO or CIO's designee signs the SOW, and
 - c. Agency's procurement officer with authority to execute contracts signs the SOW, then attaches to Purchase Order before transmitting to contractor. Purchase order document must also specifically reference the supporting SOW.
 8. For additional questions, contact OETS IT Governance staff via email at ets.itg@hawaii.gov

DOE INSTRUCTIONS

1. Hawaii Department of Education (HIDOE) entities are required to contact the Office of Information Technology Services administrative office for assistance with reviewing and procuring any Citizen Engagement Platform.
2. Use of this vendor list requires all system/application user accounts for the contractor's solution be able to use or integrate with HIDOE Azure AD, or other identified HIDOE identity and directory services. All solution architectures must be included in the SOW, including network and security designs, subject to approval by the department CIO.
3. Agency shall solicit to all contractors in the awarded category.
4. Agency should review the EULAs and SLAs as part of the contractor evaluation/quote comparison.

Note: Order of Precedence. Any order placed under this Master Agreement will consist of the following documents:

- (4) The State of Hawaii's Participating Addendum
 - (5) The NASPO ValuePoint Master Agreement, including all attachments thereto which shall be considered a part of this Agreement including the product specific End User License Agreements and SLAs that are specifically attached to this Master Agreement.
 - (6) A Purchase Order, including the Scope of Work/Specifications issued against the Master Agreement;
5. If Award is made based on best value.
 - a. CONSIDERATION OF QUOTES. Agencies shall consider all responsive and responsible quotes received. An award shall be made to the authorized Contractor or authorized reseller based on lowest price. If the lowest price does not meet the agencies specification requirement, the award may be made to the authorized contractor or authorized reseller whose offer represents the best value to the agency. Best value means the most advantageous offer determined by evaluating and comparing all relevant criteria in addition to price so that the offer meeting the overall combination that best services the agency is selected. These criteria may include, in addition to others, the total cost of ownership, performance, vendor history, quality of goods, services, delivery and proposed technical performance.
 - b. Personnel conducting or participating in utilizing Price List Contract No. 23-07 is responsible to complete form SPO-010, *Record of Procurement*. The completed Form SPO-010 is stored in the agency's procurement/contract file.
 - c. If award is not made to the lowest responsive, responsible bidder, written justification is explained in Part D.
 6. Awarded contractor shall work with Agency to develop a Statement of Work (SOW). At minimum, the SOW shall include:
 - a. Contract term shall be up to one (1) base year, with the option to extend up to two (2) additional years; the entire contract term shall not exceed three (3) years, unless requesting agencies receive written approval by HIDOE's CIO

- b. Detailed task list
 - c. Description of cloud service and deployment model
 - d. Deliverables, and associated acceptance criteria and payment schedule
 - e. For all system/application user accounts, detailed description on using or integrating with the HIDOE Azure AD, or other identified HIDOE identity and directory services.
 - f. Timeline, to include milestones
 - g. Line item descriptions, quantities, labor categories, unit pricing, labor rates, fees, fee structure, discounts, and total pricing, including tax - for each item purchased
 - h. Examples of fee types include but are not limited to development, hosting, maintenance support, transaction (e.g., payment processing, service, or other fees)
 - i. If applicable, description of transaction fee model, to include but limited to estimated volume of transactions over time (monthly, annual) and estimated revenue
 - j. If any fees are charged based on transactions, at minimum, the SOW shall be reviewed annually with the option of renegotiating fees before start of the next year.
 - k. Detailed listing of contractor and government responsibilities, including but not limited to invoicing, including end-user and internal user support plans, payment processing, reporting, billing, account tracking, transaction dispute resolution, refunds, and funds transfer.
7. Agency should coordinate the execution of the Purchase Order (along with supporting SOW) in the following order:
- a. Contractor signs the SOW;
 - b. CIO or CIO's designee signs the SOW, and
 - c. Agency's procurement officer with authority to execute contracts signs the SOW, then attaches to Purchase Order before transmitting to contractor. Purchase order document must also specifically reference the supporting SOW.



CORESPHERE LLC

MASTER AGREEMENT NO. AR3753

<https://www.naspoaluepoint.org/portfolio/citizen-engagement-platforms/coresphere/>

PRIMARY POINT OF CONTACT

Shailesh Gupta
10411 Motor City Dr #410
Bethesda, MD 20817
Office: (301) 830-4035
Fax: (301) 947-9648
sgupta@coresphere.com

Remittance Address:

CoreSphere, LLC
10411 Motor City Dr.
Suite 410
Bethesda, MD 20817
Vendor Code: 362859-00

Value Add Solution:

CareSphere Solution - CareSphere is a comprehensive, yet modular, Client Information and Case Management System that leverages the power of the Salesforce Platform. Built specifically for Health and Human Services Agencies, this cloud-based Software as a Service (SaaS) solution is flexible, fully functional, and highly configurable, allowing a wide range of features and functionalities to be added quickly and effectively. It supports child welfare, adult care, home care, Medicaid waivers, housing, and many other social services programs to help drive



Provider/Service Enrollment & Management



Provider & Client/Family Portals



Configurable Assessments & Forms



Public Assistance Applications & Resource Locator



Client & Relationship Management



Referrals, Intake & Service Assignment



Configurable Service & Care Plans



APIs & Data Exchange



Incident Reporting & Investigation



Reports & Dashboards



Case Management & Structured Design Making



Invoicing & Payments

successful outcomes for underserved populations. Modules of CareSphere are listed below.



PAYIT LLC

MASTER AGREEMENT NO. AR3761

<https://www.naspoaluepoint.org/portfolio/citizen-engagement-platforms/payit/>

PRIMARY POINT OF CONTACT

Jack Laskowitz
1100 Main Street, Suite 700
Kansas City, MO 64106
Office: (314) 578-5425
jack@payitgov.com

Remittance Address:

PayIt, LLC
1100 Main St, Ste 700
Kansas City, MO 64105
Vendor Code: 362947-00



TYLER TECHNOLOGIES INC

MASTER AGREEMENT NO. AR3764

<https://www.naspoaluepoint.org/portfolio/citizen-engagement-platforms/tyler-technologies/>

PRIMARY POINT OF CONTACT

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Remittance Address:

Tyler Technologies Inc
PO Box 203556
Dallas, TX 75320-3556
Vendor Code: 348613-01

VALUE ADD SOLUTIONS

- Payment Processing/Merchant Services
- Cash Payment Acceptance through Fiserv CheckFree Pay
- Professional Services
- IDEMIA Identity Document Capture & Verification (ID&V)
- Lexis Nexis Risk Defense Platform (RFP)