

WHERE TO FIND

Information on NASPO.....	3
Participating Jurisdictions	4
Points of Contacts	4-5
Nonprofit, Contractor	5-6
Compliance, pCard, Purchase Orders, Payments.....	6
GET & County Surcharge.....	6-7
Vendor Codes, Vendor and Product Evaluation, Emergency Purchase	7
Definitions, Information Access	7-9
Software Publisher Categories, Awarded Category	9-10
Overview of Price List Contract.....	11-17
Agency Instructions.....	18-19
Hawaii Health Systems Corporation Instructions	20-21
Department of Education Instructions.....	22-23

CONTRACTOR INFORMATION

CDW Government LLC	24
Dell Marketing LP.....	25
Insight Public Sector Inc.....	26
SHI International Corp	27
Zones LLC	28

**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

SPO Price List Contract No. 23-08
Replaces SPO Vendor List Contract No. 16-18
Includes Change No. 5
Effective: 03/02/2023

THIS SPO PRICE/VENDORLISTCONTRACT IS FOR AUTHORIZED BUSINESS ONLY

**NASPO VALUEPOINT
SOFTWARE VALUE-ADDED RESELLER (VAR)**

RFP No. BPM002338
November 4, 2022 to April, 24, 2027

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 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 (VAR) contract. A request for competitive sealed proposals was issued on behalf of NASPO ValuePoint Cooperative Purchasing Organization, LLC and a contract was awarded to ten (10) qualified Contractors.

For additional information on this contract, visit the NASPO ValuePoint website at <https://www.naspovaluepoint.org/portfolio/software-value-added-reseller-svar/>.



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	bfspurchasing@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'ulani 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	Christine Erorita	245-5409	245-5813	cerorita@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 Software as a Value Added Reseller. They have signed a Master Agreement with the State of Arizona and a Participating Addendum with the Hawaii State Procurement Office.

- Dell Marketing LP
- Insight Public Sector Inc

- SHI International Corp
- Zones LLC
- CDW Government LLC

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. 23-08. *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. 23-08 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. 23-08 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.

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/femareimbursement/>. The following Contractors have agreed to the FEMA special provisions:

- Dell Marketing LP
- SHI International Corp
- Insight Public Sector Inc
- Zones LLC

DEFINITIONS

- **Commercial Off the Shelf (COTS)** means Software that already exists 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.
- **Commissioning Services** means the process of assuring that all components software are designed, installed, tested, operated and maintained according to the operational requirements of the publisher or purchasing entity.
- **Configuration Services** means support in determining the manner in which software components are arranged to make up the computer system.
- **Embedded Software** means one or more software applications which permanently reside on a computing device.
- **End-User License Agreement (EULA)** means a legal contract between the manufacturer (Publisher) and the end User of an application that details how the software can and cannot be used.
- **Excluded Software Publishers** means a Software Publisher who is unwilling to do business with a Reseller.
- **Implementation Services** means all the post-sale processes involved for software to operate properly in its environment, including analyzing requirements, installation, configuration, customization, running, testing, systems integrations, user training, and delivery.

- **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- **Maintenance Services** means long-term and pay-as-you-go (incident-based) support to include remote troubleshooting and support provided via the telephone and online channels, as well as installation assistance and basic usability assistance. In some cases, maintenance services may include new product installation services, installation of product updates, migrations for major releases of software and other types of proactive or reactive on-site services.
- **Non-Perpetual License or Subscription License** means 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.
- **Publisher** means a software manufacturer who owns the intellectual property rights of the software.
- **Reseller Cost** means the invoice-verifiable price that the reseller pays the publisher or distributor to purchase software on behalf of the purchasing entity. Reseller cost should not include any administrative or other mark-up costs. Unless a publisher is not willing to sell directly to a reseller and instead utilizes a distributor, the reseller cost equal the invoice paid by the software reseller to the software publisher.
- **Service Level Agreement** means a written agreement between both the Purchasing Entity and the Contractor that is subject to the terms and conditions in this Master Agreement and relevant Participating Addendum unless otherwise expressly agreed in writing between the Purchasing Entity and the Contractor. SLAs should include: (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) remedies, such as credits, and (5) an explanation of how remedies or credits are calculated and issued.
- **Software as a Service (SaaS)** means 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.
- **Software Integration Services** means the process of bringing together various types of software sub-systems so that they create a unified single system.
- **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.
- **Software Value-Added Reseller (SVAR)** means a company that resells software and offers value beyond order fulfillment.
- **Volume License Agreements (VLA)** 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.

INFORMATION ACCESS

- **SYSTEM MEASURES.** Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information.
- **INDIVIDUAL MEASURES.** Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.
- **ACCESS CONTROL.** Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access by Contractor personnel, or instruct Contractor to restrict access their access, if in its determination the requirements of this subparagraph are not being met.

SOFTWARE PUBLISHER CATEGORIES

- A. **CATEGORY I – GENERAL SOFTWARE:** This category includes all software titles except Microsoft and Oracle. Category I has been further sub-divided into three tiers:
- a. **Tier 1 - Key Itemized Publishers:** The products of the Publishers in this tier represent the highest tier of sales volume outside of the two (2) Publisher Specific Categories. This tier is the one most likely to include a enterprise or high-volume agreements with a Publisher. Resellers shall be a certified direct resellers for Publishers in this category, except in the case where certain Publishers do not sell directly through Resellers. 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. If a Reseller's proposal includes the General Category, the Reseller must be able to resell, and must provide pricing for each Tier 1 Itemized Publisher.
 - b. **Tier 2 – Other Itemized Publishers:** The products of the Publishers in this category represent a high level of sales volume as identified for this solicitation. This category may include a high volume agreements or VLAs with a Publisher. It is desirable for Resellers to be certified direct resellers for Publishers in this category. If a Reseller's proposal includes the General Category, the Reseller must be able to resell, and must provide pricing for, each Tier 2 Itemized Publisher.

- c. **Tier 3 – Non-Itemized Publishers (all other distributed software purchases).** This category is defined to include all other distributed computer software Publishers not specifically itemized. 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 Lead State, provided the offerings, including pricing and terms, meet the requirements of the Contract, and may be itemized in the online catalog, if volume justifies the addition. If a Reseller’s proposal includes the General Category, the Reseller must provide pricing applicable to all Non-Itemized Publishers resold by the Reseller.

Key Itemized Publishers	Adobe, CA Technologies, Cisco, Commvault, IBM, Red Hat, Splunk, Tableau, VEEAM, VMware
Other Itemized Publishers	Autodesk, Barracuda Networks, BMC Software, Check Point Software, Cherwell, Citrix, CPI, CrowdStrike, Dell, Delphix, Docusign, Dynatrace, Forcepoint, Fortinet, Google, Informatica, Ivanti, Knowbe4, McAfee, Micro Focus, Mulesoft, Netmotion, Okta, Opentext, Progress Software, Proofpoint, Quest Software, Rapid7, RSA Security, Salesforce, SAP, Solarwinds, Sophos, Spillman, Symantec, Tenable, Trend Micro, Varonis, Veritas, Zoho
Non-Itemized Publishers	All other publishers

- B. **CATEGORY II – MICROSOFT RESELLER**: Category is restricted to only Microsoft software products.
- C. **CATEGORY III – ORACLE RESELLERS**: Category is restricted to only Oracle software products. Software Value-Added Reseller shall be a large account reseller, with a national presence, authorized by Oracle as a Licensing Solution Provider (LSP) for all current and existing, and new Oracle products and subscriptions.

AWARDED CATEGORY

Contractor	Category 1 General Maximum Markup	Category 2 Microsoft Maximum Markup	Category 3 Oracle Maximum Markup
CDW Government LLC	X	X	
Dell Marketing LP	X	X	
Insight Public Sector Inc	X	X	X
SHI International Corp	X	X	
Zones Inc	X	X	X

OVERVIEW

	<u>Category I</u> General Software	<u>Category II</u> Microsoft	<u>Category III</u> Oracle
Out of Scope Products	Non-SaaS cloud computing products such as Infrastructure as a Service (“IaaS”), Platform as a Service (“PaaS”), and Software provided by a Managed Services Provider are generally out of scope of this Contract. IaaS shall be allowable <u>only</u> as an incidental product when 1) SaaS is the primary and predominate title being purchased, and 2) the limited and incidental licensing of the publisher’s IaaS is essential to the successful and efficient implementation and or deployment of the SaaS software. This determination should be made by the purchasing entity in advance of any IaaS purchase.		
ELA or VLA	The reseller shall honor existing purchasing entities VLA or ELA. Reseller shall sell additional seats consistent with purchasing entities VLA or ELA. Reseller shall work with purchasing entity and publisher as needed to establish new ELAs and VLAs. Following an executed order with a purchasing entity. If so required by the Publisher and purchasing entity, reseller shall execute a change of channel partner agreement. Reseller shall monitor and ensure purchasing entity does not fall short and thereby incur publisher penalties.		
Subscription Based Software Licenses	Purchasing entities can purchase monthly, annual licenses, or subscriptions through the reseller, which provides access to and use of the software during the subscription term.		
Individual Software License	Purchasing entity can purchase individual COTS license, such as perpetual and non-perpetual licenses , through the reseller.		
Software Maintenance and Support Agreements	<p>Purchasing Entities can purchase maintenance agreements, including upgrade protection, through the Reseller. Resellers shall 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 shall explain what product support or services are included in a Publisher’s maintenance agreement.</p> <p>Purchasing Entities can purchase maintenance agreements, including upgrade protection, through the Reseller. Resellers shall 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 shall explain what product support or services are included in a Publisher’s maintenance agreement.</p>		
Software Updates	Resellers shall ensure 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 at the time such releases and updates are released to any customers of the Publisher. A “Release” means any collection of enhancements or updates which the Publisher	N/A	N/A

	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 update, the User shall so notify the respective Publisher.		
Value Added Services – Mandatory Basic Services at no additional charge	<p>Provide Pre-Sale Advisement:</p> <p>Advise the Purchasing Entity in making strategic software application decisions by providing evaluation copies, product comparisons, needs analysis, product information and application recommendations.</p> <p>Assist the Purchasing Entity to make cost neutral adjustments to bundled titles to substitute for or delete duplicative Publisher titles.</p>	Advise the Purchasing Entity in making strategic software application decisions by providing evaluation copies, product comparisons, needs analysis, product information and application recommendations.	
Value Added Services – Mandatory Basic Services at no additional charge	Act as liaison between the Purchasing Entity and individual Publishers to identify best approaches and cost savings opportunities for the Purchasing Entity.	<p>Act as liaison between the Purchasing Entity and Publisher in identifying best approaches and cost savings opportunities for the Purchasing Entity. Examples include, but are not limited to:</p> <ul style="list-style-type: none"> • selecting appropriate software; • explaining Volume License Agreements rules; • determining the most cost-effective buying strategies; • ensuring that Purchasing Entity is in compliance with licensing requirements; • finding software options to meet a specific need; • developing software migration strategies; • developing enterprise level licensing optimization strategies that include department/agency software consolidation and rationalization; 	

		<ul style="list-style-type: none"> • bundling and unbundling software titles into software packages to provide the most cost effective solutions for the Purchasing Entity; and • developing alternative software options and strategies when a Publisher software title becomes unfeasible for the Purchasing Entity.
Value Added Services – Mandatory Basic Services at no additional charge		For software and subscription products, provide a list of all security control systems, standards and certifications the product is in compliance with. For example: FedRAMP, NIST, CSA, SOC 2, ISO, etc.
Value Added Services – Mandatory Basic Services at no additional charge		<p>Provide Software Installation advise, assistance and/or training</p> <ul style="list-style-type: none"> • Provide assistance or advice with basic installation or implementation of COTS product. • If the Purchasing Entity encounters difficulty in downloading or installing the software, the Reseller shall provide assistance within eight (8) business hours of being informed of the problem. • Provide Software De-Installation Assistance.
Value Added Services – Mandatory Basic Services at no additional charge		Reseller shall also have the capability of tracking and reporting maintenance renewal and other significant due dates.
Value Added Services – Mandatory Basic Services at no additional charge		Reseller shall work with Purchasing Entity, 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 transferrable.
Value Added Services – Mandatory Basic Services at no additional charge		As may be required by a Purchasing Entity, Reseller shall work with NASPO ValuePoint computing equipment contractors, or a Participating State’s comparable computer hardware Reseller, to see that any software acquired under those contracts can be tracked through this contract.
Value Added Services – Mandatory Basic Services at no additional charge		<p>Provide training services to Purchasing Entities that include, but are not limited to the following topics:</p> <ul style="list-style-type: none"> • Installation • De-Commissioning • Implementation • Maintenance • Configuration • Product orientation for all SaaS products • Select and Enterprise licensing • Use of the Portal and any reseller applications and tools to support this contract.

		<ul style="list-style-type: none"> • Use of the contract including training and aids on the processes provided for quotes and placing orders. • Forms of training shall include, but are not limited to: <ul style="list-style-type: none"> • Online training available on the Portal, • Supplementary electronic (e.g. Webinars, emails), telephone or on-site training provided, as needed, during standard working hours. • 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. • More detailed and targeted training unique to specific product offerings may be provided at the request of the Purchasing Entity. 	
Value Added Services – Mandatory Basic Services at no additional charge	<p>Provide Software installation assistance including, but not limited to:</p> <ul style="list-style-type: none"> • Provide, at no additional cost, assistance or advice in basic installation or implementation of software products. • If the Purchasing Entity encounters difficulty in downloading or installing the software, the Reseller shall provide assistance within eight (8) business hours of being informed of the problem <p>Provide Software De-Installation Assistance.</p> <p>Notify Purchasing Entities of Publisher publicly announced changes pertinent to User licensing.</p>	<p>Identify pricing tiers and standard pricing models available to all Purchasing Entities under this Master Agreement.</p> <p>Provide the Purchasing Entity with regular education and training by knowledgeable staff on new and emerging software and software related technologies offered or planned to be offered by Microsoft.</p> <p>Include the specific standard by title, number and control identifier.</p>	<p>Provide regular education and training on new and emerging software and software related technologies offered or planned by Oracle by knowledgeable</p>
Value Added Services – Mandatory Basic Services at no additional charge		Return all phone calls within 2 business days	Return all phone calls and emails within 2 business days.

		and all e-mails within 24 hours.	
Value Added Services – Mandatory Basic Services at no additional charge		Notify Purchasing Entity of Publisher publicly announced changes pertinent to User licensing.	
Value Added Services – Mandatory Basic Services at no additional charge		<p>Provide training services to Purchasing Entities that include, but are not limited to the following topics:</p> <ul style="list-style-type: none"> • Installation • De-Commissioning • Implementation • Maintenance • Configuration • Product orientation for all SaaS products • Select and Enterprise licensing • Use of the Portal and any reseller applications and tools to support this contract. • Use of the contract including training and aids on the processes provided for quotes and placing orders. • Forms of training shall include, but are not limited to: <ul style="list-style-type: none"> • Online training available on the Portal, • Supplementary electronic (e.g. Webinars, emails), telephone or on-site training provided, as needed, during standard working hours. • Training shall be available in the form of tutorials for basic installation and web-based training for software operation, basic phone support. 	<p>Provide Software Installation advise, assistance and/or training.</p> <ul style="list-style-type: none"> • Provide 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 shall provide assistance within eight (8) business hours of being informed of the problem. • Provide Software De-Installation Assistance.

		<ul style="list-style-type: none"> • Provision of information on how to access a Software Publisher’s “Help Desk” (either telecom or web-based) for basic use questions. • More detailed and targeted training unique to specific product offerings may be provided at the request of the Purchasing Entity. 	
Value Added Services – Mandatory Basic Services at no additional charge		Transitioning License Tracking Information at Contract Termination. The license information data acquired and retained by Reseller shall be stored as sortable data fields so the license information can be transferred to the Purchasing Entity or their designees in a useable format as determined by the purchasing entity upon contract termination.	
Premium Value-Added Services	<p>The Reseller may offer Premium Value-Added Services related to the software being purchased. The following may be an additional cost:</p> <ul style="list-style-type: none"> • Offer maintenance and support packages on licenses already owned by the Purchasing Entity. • Provide advanced or refresh Training Services related to a software purchase under this Contract or existing software held by the Purchasing Entity. 		
Price Quote General	<p>Pricing is reflected in the MPA as either:</p> <ol style="list-style-type: none"> (1) a percentage of the invoice paid by the Software Reseller to the Software Publisher or (2) a percentage discount off of the Publishers List/MSRP price. <p>Purchasing Entity shall use the MPA pricing as a base and may negotiate an adjusted rate. Any negotiated PA rates, exclusive of taxes, shall not exceed the MPA rates. As requested by Purchasing Entity, for example on a high-volume single order, Reseller shall negotiate to reduce Reseller Cost, to pass on savings to the Purchasing Entity. Firm individual order quotes shall be provided to Purchasing Entity prior to order submittal.</p>		

Optional Software Related Technical Services	<p>Each reseller may resell additional Technical Software Related Services provided by the Publisher for the Category or by a Publisher’s Top Tier Level Certified Partner as listed below. These services shall be priced separately and are in addition to mandatory value add services provided by the reseller and included in their mandatory service offerings.</p> <p>Nature of the Technical Services. The technical services go beyond providing software product information and assistance, but include work products and deliverables provided by trained, qualified and Publisher certified technicians to perform software related services needed and specified in a scope of work by the purchasing entity. Services are limited to:</p> <ul style="list-style-type: none"> • Commissioning and Decommissioning Services, including installation • Implementation Services • Maintenance Services • Configuration Services • Software Integration Services, and • training services. <p>Out of scope services. Stand-alone services not related to a software product purchased or licensed through the Reseller, staff augmentation (stand-alone hourly based IT Services), services provided on a time_and_material basis with no fixed pricing. Questions about services included in the scope shall be determined by the Lead State.</p>
Training, General	<p>Training may be in the form of online tutorials for basic installation and web-based training for software operation, basic phone support. Training may also include in-person or webinar training. Provision of information on how to access a Software Publisher’s “Help Desk” (either telecom or web-based) for basic use questions.</p>
Travel	<p>Reseller shall obtain written approval from the Participating Entity or Purchasing Entity, as applicable, prior to any travel under the Contract in which reimbursement of expenses shall be requested. Reseller shall be reimbursed for actual expenses incurred in accordance with the current rates specified in the Participating Entity or Purchasing Entity’s Travel Policy. Reseller shall itemize all per diem and lodging charges. The Purchasing Entity may reject any claim for travel reimbursement without prior written approval.</p>

AGENCY INSTRUCTIONS
(excludes HHSC and DOE)

1. For Executive Jurisdiction only, requesting agency is required to contact their IT coordinator for assistance with procuring under this price list. For additional questions, contact OETS IT Governance staff via email at ets.itg@hawaii.gov.
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 where applicable and reasonable, and the State of Hawaii Statewide Identity Services (Azure AD B2C) for any public-facing citizen engagement solutions. All solution architectures must be included in the Statement Of Work (SOW), subject to approval by the CIO.
3. For purchases up to \$24,999.99 the agency is required to obtain a minimum of one (1) price quote from the list of contractors in the awarded category. For purchases from \$25,000.00 and above, the agency shall obtain a minimum of two (2) price quotes from the list of contractors in the awarded category.
 - a. Personnel conducting or participating in utilizing Price List Contract No. 23-08 is responsible to complete form SPO-010, Record of Procurement for purchases of \$5,000 or more. If award is not made to the lowest bidder, written justification is explained in Part D. The approved Form SPO-010 is kept in the procurement/contract file.
 - b. Consideration of Quotes. Agencies shall consider all responsive and responsible quotes received. An award shall be made to the Contractor(s) offering the lowest price. If the lowest price does not meet the agencies specification requirement, the award may be made to the vendor(s) whose offer represents the best value to the agency. Best value means the most advantageous offer determined by evaluating and comparing all relevant criteria in addition to price so that the offer meeting the overall combination that best services the agency is selected. These criteria may include, in addition to others, the total cost of ownership, performance, history of the vendor, quality of goods, services, delivery and proposed technical performance.
 - c. The quote shall clearly indicate the method of delivery, whether via media, download, or other methods.
 - d. 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 Purchasing Entity with a status report. The Reseller and the Purchasing Entity shall mutually agree as to whether the Reseller shall continue to pursue a quote and within what timeframe, or whether the Reseller shall 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 Purchasing Entity, that the Reseller cannot supply the software, and the reason why.

- e. Guaranteed 30 Day Quote. Reseller is required to honor all quotes for thirty (30) calendar days.
4. If a Volume License 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.
5. For any Optional Software Related Technical Services and/or Travel, the awarded contractor shall work with Agency to develop a 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 license 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, unit pricing, all premium value-added services and optional technical software related services, fees, discounts, and total pricing, including tax - for each item purchased
 - h. Detailed listing of contractor and government responsibilities, including but not limited to invoicing and reporting.
6. Purchase Order shall reference the Scope of Work (SOW) described above in section 4, if applicable.
7. Purchase orders and applicable supporting SOWs shall be deemed to reference the most recent release of the manufacturer's most recent release model or version of the product (Category I All Software), most recent release of the software product (Category II Microsoft), or (Category III Oracle) Software Product at the time of the order.
8. Supporting SOWs shall be processed 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.
9. Agency should then coordinate the execution of the Purchase Order.

Hawaii Health Systems Corporation Instructions

1. Agency shall solicit to all contractors in the awarded category.
 - a. Personnel conducting or participating in utilizing Price List Contract No. 23-08 is responsible to complete form SPO-010, Record of Procurement for purchases of \$5,000 or more. If award is not made to the lowest bidder, written justification is explained in Part D. The approved Form SPO-010 is kept in the procurement/contract file.
 - b. Consideration of Quotes. Agencies shall consider all responsive and responsible quotes received. An award shall be made to the Contractor(s) offering the lowest price. If the lowest price does not meet the agencies specification requirement, the award may be made to the vendor(s) whose offer represents the best value to the agency. Best value means the most advantageous offer determined by evaluating and comparing all relevant criteria in addition to price so that the offer meeting the overall combination that best services the agency is selected. These criteria may include, in addition to others, the total cost of ownership, performance, history of the vendor, quality of goods, services, delivery and proposed technical performance.
 - c. The quote shall clearly indicate the method of delivery, whether via media, download, or other methods.
 - d. 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 Purchasing Entity with a status report. The Reseller and the Purchasing Entity shall mutually agree as to whether the Reseller shall continue to pursue a quote and within what timeframe, or whether the Reseller shall 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 Purchasing Entity, that the Reseller cannot supply the software, and the reason why.
 - e. Guaranteed 30 Day Quote. Reseller is required to honor all quotes for thirty (30) calendar days.
2. Awarded contractor shall work with Agency to develop a 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 license deployment model
 - d. Deliverables, and associated acceptance criteria and payment schedule
 - e. Timeline, to include milestones

- f. Line item descriptions, quantities, unit pricing, all premium value-added services and optional technical software related services, fees, discounts, and total pricing, including tax - for each item purchased
 - g. Detailed listing of contractor and government responsibilities, including but not limited to invoicing and reporting.
- 3. Purchase Order shall include a Scope of Work (SOW).
- 4. Purchase orders and the supporting SOWs shall be deemed to reference the most recent release of the manufacturer's most recent release model or version of the product (Category I All Software), most recent release of the software product (Category II Microsoft), or (Category III Oracle) Software Product at the time of the order.
- 5. 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.

Hawaii State Department of Education Instructions

1. For Department of Education entities, 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. If data, system, or application integration is required, approval by the CIO or designee is required. All solution architectures must be included in the SOW, including network and security designs.
2. Agency shall solicit to all contractors in the awarded category.
 - a. Personnel conducting or participating in utilizing Price List Contract No. 23-08 is responsible to complete form SPO-010, Record of Procurement for purchases of \$5,000 or more. If award is not made to the lowest bidder, written justification is explained in Part D. The approved Form SPO-010 is kept in the procurement/contract file.
 - b. Consideration of Quotes. Agencies shall consider all responsive and responsible quotes received. An award shall be made to the Contractor(s) offering the lowest price. If the lowest price does not meet the agencies specification requirement, the award may be made to the vendor(s) whose offer represents the best value to the agency. Best value means the most advantageous offer determined by evaluating and comparing all relevant criteria in addition to price so that the offer meeting the overall combination that best services the agency is selected. These criteria may include, in addition to others, the total cost of ownership, performance, history of the vendor, quality of goods, services, delivery and proposed technical performance.
 - c. The quote shall clearly indicate the method of delivery, whether via media, download, or other methods.
 - d. 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 Purchasing Entity with a status report. The Reseller and the Purchasing Entity shall mutually agree as to whether the Reseller shall continue to pursue a quote and within what timeframe, or whether the Reseller shall 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 Purchasing Entity, that the Reseller cannot supply the software, and the reason why.
 - e. Guaranteed 30 Day Quote. Reseller is required to honor all quotes for thirty (30) calendar days.
3. Awarded contractor shall work with Agency to develop a 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 license 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 if applicable.
 - f. Timeline, to include milestones
 - g. Line item descriptions, quantities, unit pricing, all premium value-added services and optional technical software related services, fees, discounts, and total pricing, including tax - for each item purchased
 - h. Detailed listing of contractor and government responsibilities, including but not limited to invoicing and reporting.
- 4. Purchase Order shall include a Scope of Work (SOW).
 - 5. Purchase orders and the supporting SOWs shall be deemed to reference the most recent release of the manufacturer's most recent release model or version of the product (Category I All Software), most recent release of the software product (Category II Microsoft), or (Category III Oracle) Software Product at the time of the order.
 - 6. 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.



CDW GOVERNMENT LLC

MASTER AGREEMENT NO. CTR060021

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

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DELL MARKETING LP

MASTER AGREEMENT NO. CTR060024

<https://www.naspovaluepoint.org/portfolio/software-var/dell-marketing/>

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INSIGHT PUBLIC SECTOR INC

MASTER AGREEMENT NO. CTR060025

<https://www.naspovaluepoint.org/portfolio/software-var/insight/>

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SHI INTERNATIONAL CORP

MASTER AGREEMENT NO. CTR060028

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