



STATE OF HAWAII STATE PROCUREMENT OFFICE

P.O. Box 119 Honolulu, Hawaii 96810-0119 Tel: (808) 586-0554

email: state.procurement.office@hawaii.gov

http://spo.hawaii.gov Twitter: @hawaiispo

April 5, 2024

TO: Executive Departments/Agencies

Department of Education School Facilities Authority

Hawaii Health Systems Corporation

Office of Hawaiian Affairs
University of Hawaii

Public Charter School Commission and Schools

House of Representatives

Senate

Judiciary

SUBJECT:

City and County of Honolulu

Honolulu City Council

Honolulu Board of Water Supply

Honolulu Authority for Rapid Transportation

County of Hawaii Hawaii County Council

County of Hawaii-Department of Water Supply

County of Maui Maui County Council

County of Maui-Department of Water Supply

County of Kauai Kauai County Council

County of Kauai - Department of Water

FROM: Bonnie Kahakui, Acting Administrator Jonne 9 Kakakuu

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Change No. 7

SPO Price List Contract No. 23-08

NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (VAR)

RFP No. BPM002338 **Expires: April 24, 2027**

The following changes are made to the price list contract:

- 1. The sales contact for SHI International Corp is updated.
- 2. The pCard and Purchase information is updated.
- 3. The County of Maui's State GET and County Surcharge are updated.

The current price list contract incorporating Change No. 7 is available on the SPO website: http://spo.hawaii.gov. Click on *Price & Vendor List Contracts* on the home page.

If you have any questions, please contact Matthew Chow at (808) 586-0577 or matthew.m.chow@hawaii.gov.

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STATE OF HAWAII STATE PROCUREMENT OFFICE

SPO Price List Contract No. 23-08

Replaces SPO Vendor List Contract No. 16-18 Includes Change No. 7 Effective: 04/05/2024

THIS SPO PRICE/VENDOR LIST CONTRACT 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 cooperative agreement with the SPO and are authorized to utilize this price list contract.

Executive Departments/Agencies Department of Education (DOE) School Facilities Authority (SFA)

Hawaii Health Systems Corporation (HHSC)

Office of Hawaiian Affairs (OHA)
University of Hawaii (UH)

Public Charter School Commission and Schools

House of Representatives (House)

Senate Judiciary City and County of Honolulu (C&C Honolulu)

Honolulu City Council

Honolulu Board of Water Supply

Honolulu Authority for Rapid Transportation

(HART)

County of Hawaii Hawaii County Council

County of Hawaii - Department of Water Supply

County of Maui 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 price 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 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.

POINT 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
DOE	Procurement Staff	675-0130	675-0133	G-OFS-DOE-Procurement@k12.hi.us
SFA	Gaudencia "Cindy" Watarida	430-5531	n/a	cindy.watarida@k12.hi.us
HHSC	Nancy Delima	359-0994	n/a	ndelima@hhsc.org
ОНА	Christopher Stanley	594-1833	594-1865	chriss@oha.org
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	Brian Takeshita	586-6423	586-6401	takeshita@capitol.hawaii.gov
Senate	Carol Taniguchi	586-6720	586-6719	c.taniguchi@capitol.hawaii.gov

Jurisdiction	Name	Telephone	FAX	E-mail
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
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	Christine Erorita	245-5409	245-5813	cerorita@kauaiwater.org

USE OF PRICE & VENDOR LIST CONTRACTS 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 & vendor lists 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 a SPO price or price list contract, the nonprofit must obtain approval from each Contractor, i.e., participation must be mutually agreed upon. A Contractor may choose to deny participation by a nonprofit. Provided, 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 a SPO price or vendor list Contractor(s).

CONTRACTORS. The authorized contractors are listed in this price list contract. They have signed a Master Agreement with the State of Arizona and a Participating Addendum with the Hawaii State Procurement Office.

Contractor:	<u>Master Agreement Number:</u>
CDW Government LLC	CTR060021
Dell Marketing L.P.	CTR060024
Insight Public Sector Inc	CTR060025
SHI International Corp	CTR060028
Zones LLC	CTR060031

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 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 department/agencies, excluding the DOE, SFA, 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.

Note: Vendors may impose a transaction fee, not to exceed 4%, for pCard transactions.

PURCHASE ORDERS may be issued for purchases of \$2,500 or more and for vendors who either do not accept the pCard, or set minimum order requirements before accepting the pCard.

SPO VL CONTRACT NO. 23-08 & applicable NASPO VALUEPOINT MASTER AGREEMENT NUMBER 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 applicable NASPO ValuePoint Master Agreement Number shall be notated on the appropriate transaction document.

PAYMENTS are to be made to the Contractor(s) remittance address. HRS §103-10 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.

LEASE AGREEMENTS are not allowed under this contract.

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)	0.50%	4.0%	4.7120%	12/31/2030
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.

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.

VENDOR AND PRODUCT EVALUATION form, SPO-012, for the purpose of addressing concerns on this price 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.

EMERGENCY PURCHASE. The FEMA special provisions have been added to the contact 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-preparednessprocurement/fema-reimbursement/

The following Contractors have agreed to the FEMA special provisions:

Dell Marketing LP

Insight Public Sector Inc

SHI International Corp

Zones LLC

CONTRACT INFORMATION

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 licenseagreement 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 Publishers	Itemized	Adobe, CA Technologies, Cisco, Commvault, IBM, Red Hat, Splunk, Tableau, VEEAM, VMware
Other Publishers	Itemized	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	Category 2	Category 3
	General	Microsoft	Oracle
	Maximum	Maximum	Maximum
	Markup	Markup	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

	Category I	Category II	Category III	
Out of Coon Country	General Software	Microsoft	<u>Oracle</u>	
Out of Scope Products	Non-SaaS cloud computing products such as Infrastructure as a Service ("laaS"), 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 only 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			
ELA or VLA	should be made by the po	urchasing entity in advance	e of any laaS purchase.	
	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	through the reseller, which the subscription term.	burchase monthly, annual the provides access to and the provides access to and the provides access to and the provides access to access to access to access to access to access the provides access to access the provides access to access to access the provides access to access the acce	use of the software during	
Individual Software	Purchasing entity can pu	ırchase individual COTS li	cense, such as perpetual	
License	and non-perpetual license	es, through the reseller.		
Software Maintenance and Support Agreements	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. 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.		
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 generally	N/A	N/A	

	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	
	to receive the next update, the User shall	
	so notify the respective Publisher.	
Value Added Services – Mandatory Basic	Provide Pre-Sale Advisement:	Advise the Purchasing Entity in making strategic software application decisions by providing
Services at no	Auvisement.	software application decisions by providing evaluation copies, product comparisons, needs
additional charge	Advise the Purchasing	analysis, product information and application
	Entity in making strategic software	recommendations.
	application decisions by	
	providing evaluation copies, product	
	comparisons, needs	
	analysis, product information and	
	application	
	recommendations.	
	Assist the Purchasing	
	Entity to make cost neutral adjustments to	
	bundled titles to	
	substitute for or delete duplicative Publisher	
	titles.	
Value Added Services – Mandatory Basic	Act as liaison between the Purchasing Entity	Act as liaison between the Purchasing Entity and Publisher in identifying best approaches and cost
Services at no additional charge	and individual Publishers to	savings opportunities for the Purchasing Entity. Examples include, but are not limited to:
Ŭ	identify best	
	approaches and cost savings opportunities	selecting appropriate software;explaining Volume License Agreements rules;
	for the	 determining the most cost-effective buying
	Purchasing Entity.	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;

	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 Value Added Services – Mandatory Basic	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. Provide Software Installation advise, assistance and/or training
Services at no additional charge	 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	Provide training services to Purchasing Entities that include, but are not limited to the following topics:
	 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.

		 as needed, during star Training shall be availated tutorials for basic instated training for software of support. Provision of information Software Publisher's "telecom or web-based More detailed and targe specific product offering 	include, but are not le on the Portal, onic (e.g. Webinars, on-site training provided, ndard working hours. able in the form of allation and web-based overation, basic phone on on how to access a Help Desk" (either and) for basic use questions. geted training unique to angs may be provided at
Value Added Services – Mandatory Basic Services at no additional charge	Provide Software installation assistance including, but not limited to: • 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 Provide Software De-Installation Assistance. Notify Purchasing Entities of Publisher	the request of the Purc Identify pricing tiers and standard pricing models available to all Purchasing Entities under this Master Agreement. 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. Include the specific standard by title, number and control identifier.	Provide regular education and training on new and emerging software and software related technologies offered or planned by Oracle by knowledgeable
Value Added Services – Mandatory Basic	publicly announced changes pertinent to User licensing.	Return all phone calls within 2 business days	Return all phone calls and emails within 2 business days.

Services at no	and all e-mails within	
additional charge	24 hours.	
Value Added Services –	Notify Purchasing Entity	
Mandatory Basic	of Publisher publicly	
Services at no	announced changes	
additional charge	pertinent to User	
	licensing.	
Value Added Services -	Provide training	Provide Software
Mandatory Basic	services to Purchasing	Installation advise,
Services at no	Entities that include, but	assistance and/or
additional charge	are not limited to the	training.
	following topics:	
		 Provide assistance or
	Installation	advice in basic
	 De-Commissioning 	installation or
	 Implementation 	implementation of
	 Maintenance 	COTS product.
	 Configuration 	• If the Purchasing
	 Product orientation 	Entity encounters
	for all SaaS products	difficulty in
	• Select and	downloading or
	Enterprise licensing	installing the software,
	Use of the Portal and	the Reseller shall
	any reseller	provide assistance
	applications and	within eight (8)
	tools to support this	business hours of
	contract.	being informed of the
	 Use of the contract 	problem.
	including training and	Provide Software De-
	aids on the	Installation
	processes provided	Assistance.
	for quotes and	
	placing orders.	
	 Forms of training 	
	shall include, but are	
	not limited to:	
	 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.	
	рабіс рпопе ѕ ирроп.	

	<u> </u>	Don't it		
		• 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 –		Transitioning License		
Mandatory Basic		Tracking Information at		
Services at no		Contract Termination.		
additional charge		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		remium Value-Added Serv		
Services	software being purchase	d. The following may be an	additional cost:	
		ce and support packages o	n licenses already	
	owned by the Purchasing Entity.			
	 Provide advance 	d or refresh Training Service	ces related to a software	
	purchase under t	this Contract or existing sof	tware held by the	
	Purchasing Entity		-	
Price Quote General	Pricing is reflected in the MPA as either:			
		are with the entrem		
	(1) a parcentage of	f the invoice paid by the S	Software Recoller to the	
		(1) a percentage of the invoice paid by the Software Reseller to the		
	Software Publisher or			
	(2) a percentage d	iscount off of the Publish	ers List/MSRP price.	
	Durchaging Entity of	Durchasing Entity shall use the MDA spicing as a base and pro-		
		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 ex	taxes, shall not exceed the MPA rates. As requested by		
	Purchasing Entity, for	or example on a high-	volume single order	
	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 l	Purchasing Entity prior	to order submittal.	
	•	-		

Optional Software Related Technical Services	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.
	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:
	 Commissioning and Decommissioning Services, including installation Implementation Services Maintenance Services Configuration Services Software Integration Services, and training services.
	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.
Training, General	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.
Travel	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.

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 price 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

- For Department of Education entities, use of this price 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. For purchases up to \$24,999.99, schools and offices are 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, schools and offices 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 DOE Form 10-B, Record of Small Purchase for purchases of \$25,000 or more. If award is not made to the lowest bidder, written justification is explained in Part D. The approved DOE Form 10-B 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.

- 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.

CONTRACTOR INFORMATION



CDW GOVERNMENT LLC

Master Agreement No. CTR060021

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

PRIMARY POINT OF CONTACT

Ann Reeves 625 W Adams Street Chicago, IL 60661 Toll Free: (866) 707-0746

Direct: (847) 371-7138 hawaii@cdwg.com

Remittance Address:

CDW Government 75 Remittance Drive #1515 Chicago, IL 60675-1515 Vendor Code: 26147500



DELL MARKETING LP

Master Agreement No. CTR060024

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

PRIMARY POINT OF CONTACT

Software Lead Ed Moran Product and Solutions Sales Specialist

Phone: (949) 308-5350 Email: ed.moran@dell.com

Contract Program Manager Ashley Salinas Advisor, Contract Management Phone: (512) 542-1237

Email: <u>a.salinas@dell.com</u>

Walter Eccles

Account Executive, Hawaii- SLED North America Commercial West

Phone: (808) 222-1472

Email: Walter.Eccles@Dell.com

Remittance Address:

Dell Marketing LP C/O Dell USA LP PO Box 910916 Pasadena, CA 91110-0916 Vendor Code: 23174611



INSIGHT PUBLIC SECTOR INC

Master Agreement No. CTR060025

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

PRIMARY POINT OF CONTACT

Shane Hanna

Email: TeamHawaii@insight.com

Phone: (501) 505-4930 Fax: (480) 760-9488

Remittance Address:

Insight Public Sector Inc PO Box 731072 Dallas, TX 75373-1072 Vendor Code: 28365600



SHI INTERNATIONAL CORP

Master Agreement No. CTR060028

https://www.naspovaluepoint.org/portfolio/software-var/shi/

PRIMARY POINT OF CONTACT Hawaii EDU:

Andrew Lawler Andrew_Lawler@SHI.com (908)420-8852

Hawaii SLG: Will Brown

Will Brown@SHI.com (908)432-2254

Inside Team: TeamHawaii@SHI.com

Remittance Address:

SHI International Corp PO Box 952121 Dallas, TX 75395-2121 Vendor Code: 31928400



ZONES LLC

Master Agreement No. CTR060031

https://www.naspovaluepoint.org/portfolio/software-value-added-reseller-svar/zones/

PRIMARY POINT OF CONTACT

Imran Yunus 1102 15th St SW, Suite 102, WA 98001-6524

Email: naspo@zones.com Phone: (310) 766-0124 FAX: (253) 288-7695

Remittance Address:

Zones, LLC PO Box 34740 Seattle, WA 98124-1740 Vendor Code: 32212300