



Government Support Services – Contracting  
100 Enterprise Place  
Suite # 4  
Dover, DE 19904-8202

February 18, 2010

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES,  
VOLUNTEER FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: WILLIAM W. PICKRUM  
DEPUTY DIRECTOR, GOVERNMENT SUPPORT SERVICES  
302-857-4501

SUBJECT: **AWARD NOTICE – Addendum 8, effective December 7, 2010**  
**CONTRACT NO. GSS10228-SOFTWARE**  
**MICROCOMPUTER SOFTWARE**

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OF  
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## **KEY CONTRACT INFORMATION**

### **1. MANDATORY USE CONTRACT:**

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**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

Government Support Services has joined with the states of Wisconsin and Iowa for the State's Microcomputer Software needs. Microcomputer Software is defined as:

- "Shrink-Wrapped" software
- "Off-the-Shelf" software
- Licensed Software
- Software Media
- Software Upgrades
- Maintenance/Support Agreements offered by the Publisher/licensor
- Subscription Software

The contract does not include:

- Specialized and highly-customizable software
- Software that requires implementation costs
- Software services other than maintenance/support
- Specific Symantec anti-virus software
- Microsoft's Business Productivity Online Standard suite (BPOS).

### **2. CONTRACT PERIOD:**

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Each contractor's contract shall be valid through August 31, 2013, except Insight Public Sector, Inc. shall expire January 31, 2011.

### **3. VENDORS:**

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<b>Contract # GSS10228-SOFTWAREV03</b> State of Iowa Contract: CT2979X FSF Vendor ID: 22295 Insight Public Sector, Inc. Attn: Don Bartolo 444 Scott Drive Bloomington, IL 60108 Phone: (800) 467-4448 ext 5598 Fax: (480) 760-7860 Email: <a href="mailto:don.bartolo@insight.com">don.bartolo@insight.com</a>	<b>Contract # GSS10228-SOFTWAREV05</b> State of Wisconsin Contract: 28031-D-KA FSF Vendor ID: 31087 Digital Information Services (DIS) d/b/a Computer Intelligence Association Attn: Michael Carpenter 10425 Dalebrooke Lane Potomac, MD 20854-6412 Phone: (301) 762-1051 Fax: (301) 762-6719
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Website: <a href="http://www.ips.insight.com">www.ips.insight.com</a> Contract Expiration: January 31, 2011	Email: <a href="mailto:mike@digitalgovernment.net">mike@digitalgovernment.net</a> Website: <a href="http://www.ciacentral.com/wisconsin">www.ciacentral.com/wisconsin</a>
<b>GSS10228-SOFTWAREV07</b> State of Wisconsin Contract: 28031-C-KA FSF Vendor ID: 16884 SHI International Corp (SHI) Attn: Alexander Queller 33 Knightsbridge Road Piscataway, NJ 08854-3925 Phone: (732) 868-5811 Fax: (732) 868-6020 Email: <a href="mailto:alexander_queller@shi.com">alexander_queller@shi.com</a>	

#### 4. **ORDERING METHODS:**

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Each Contractor shall have a toll free number for any type of Customer Service (ask questions, obtain price quotes, place orders, etc.) answered by a live person the majority of the time from Monday through Friday (excluding Wisconsin designated legal holidays) from 9:00 a.m. – 6:00 p.m. Eastern Time.

Each Authorized User shall be responsible for placing its own orders which may be accomplished by written purchase order, telephone, fax or computer online systems. Payment may be made by the State's Purchasing Card (P-Card) or by Contractor's invoices.

#### 5. **SHIPPING TERMS:**

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All shipments shall be F.O.B. destination.

#### 6. **DELIVERY AND PICKUP:**

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The contractor is expected to deliver the products by the delivery date specified in any executed order referencing the Contract, or within seven (7) days After Receipt of the Order (ARO), if no date is specified.

A packing label shall be on each box and include the following items, where applicable, visible on the outside of the box:

- Contractor Purchase Order Number, if applicable
- Authorized User Purchase Order Number
- Authorized User's Name
- Address
- Division Name and floor (if applicable)
- Contact Name (Name of Purchaser)
- Number of parcels

A packing slip shall also be included with each shipment, which shall include at least the following information in no particular order:

- Line item description
- Quantity ordered
- Quantity included in shipment
- Any back order items
- Unit Price
- Purchase Order Number
- Authorized User name
- F.O.B. (destination)
- All information contained on the packing label

## **7. RETURN OF PRODUCT:**

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Any materials delivered in poor condition, in excess of the amount authorized by the purchase order shall, at the discretion of the Authorized User, be returned to the Contractor's warehouse at the Contractor's expense within thirty (30) days. Credit for returned goods shall be issued immediately once Contractor receives returned goods.

If any product is returned to a Contractor for failure of performance, the Contractor shall, at the State's discretion, refund all amounts paid to the Contractor for such product or replace the product or replace the product, and the following shall apply:

- Within twenty (20) days of written notification by the Authorized User, the Contractor shall make arrangements for the return of the product.
- Contractor shall bear all shipping and insurance costs.
- Contractor shall be liable for damages to the product, unless caused by fault or negligence of the Authorized User that occur during the return process.
- Authorized User shall be responsible for all costs associated with the preparation of the product for shipping, and all shipping costs to the Contractor's nearest service location, if the product is returned to the Contractor for any other reason.

## **8. EXTRA FEES NOT ALLOWED:**

The Contractor shall not invoice service fees or additional costs to the State or any Authorized User during the term of the Contract. There shall be no "small order", "minimum order", or "special order" charges or surcharges, unless otherwise required in the VLA.

There shall be no return fees for inaccuracies or other errors on the part of the Contractor.

Any expedited delivery that occurs as a result of Contractor's error (e.g., stock-outs, etc.) shall be free of charge. No handling surcharges shall be added or discount lost for any expedited orders.

## **9. SOFTWARE LICENSE CERTIFICATES:**

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For electronic delivered software, the Contractor shall provide Authorized User either directly or through the Publisher/Distributor one of the following:

License key code

Serial number  
Activation code  
License certificate  
License confirmation certificate

For software delivered via media, the Contractor shall provide Authorized User either directly or through the Publisher/Distributor a license confirmation certificate (or similar document) unless the license is included in the media package.

For all software, the Contractor shall work with the Publisher to resolve any issues regarding licenses for the Authorized User.

When possible, the Contractor shall include Purchase Order numbers (Contractor's and State's) with any paperwork.

Contractor should have the ability to report the Contractor's Purchase Order Number that applies to a transaction to each Authorized User and/or to provide those Purchase Order Numbers, upon request.

#### **10. ELECTRONIC MEDIA FULFILLMENT:**

The Authorized User should have the option to receive software media or a link and password that allows the authorized User to download the software from the Publisher's or the Contractor's website.

The Contractor should have a tool that allows the Authorized User to receive the data required to feed into their internal electronic software distribution servers or to create their own CD's for major licensing programs.

Upon Publisher's approval, the Contractor should be able to make files available on the server as CD Images, or as Compressed File archives. These could be used to burn a CD at the Authorized User's site, or load an Authorized User's internal servers or software distribution systems.

#### **11. QUALITY ASSURANCE and WARRANTY GUARANTEE:**

The Contractor shall honor the Publisher's warranty and facilitate the necessary notices and responsibilities for any product deemed to be defective by the State to be returned.

#### **12. NEGOTIATION ASSISTANCE, VOLUME LICENSE AGREEMENT FACILITATION:**

The Contractor shall assist the Authorized Users with software deployment and migration strategies for purposes of upgrades from/to and to suggest competitive upgrades paths.

The contractor shall advise the Authorized User of the various software versions and plans available, especially when there are various choices.

#### **13. PRICING:**

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Prices will remain firm for the term of the contract year.

[http://vendornet.state.wi.us/vendornet/wais/bulldocs/2577\\_2.XLS](http://vendornet.state.wi.us/vendornet/wais/bulldocs/2577_2.XLS)

- **Cost-Plus Percentages:**

The Cost-Plus Percentages established in the Contract shall be honored for all the applicable Publisher's software and maintenance/support offerings whether the order is placed using the Contractor's website (online ordering), purchase order, PCard, etc. the Contractor's Cost shall be the base price the Contractor uses to calculate the State's Unit Price.

All Cost-Plus Percentages offered shall be the maximum percentage used to calculate the State's Unit Price and shall not increase during the term of the Contract. The Cost-Plus Percentage can be reduced at any time.

Contractor shall be responsible for ensuring that the Contractor's staff quote and invoice the Authorized User the correct Unit Prices(s) using the Cost and the Contract's Cost-Plus Percentage.

- **List-Less Discount Percentages:**

List-Less Discount Percentages are established for Novell's software products and maintenance.

All List-Less Discount Percentages offered shall be the minimum percentage used to calculate the State's Unit Price and shall be decrease during the term of the Contract, unless by Contract Amendment issued by the State of Wisconsin. The List-Less Discount Percentages can be increased at any time.

All List-Less Discount products shall be priced using the correct price list and the Contract's List-Less discount Percentage. The contractor shall be responsible for ensuring that the Contractor's staff quote and invoice the authorized User the correct Unip price(s) using the appropriate price list and the Contract's List-Less Discount Percentage.

- **Novell Software Products and Maintenance:**

The list-Less Discount Percentages established in the Contract shall be honored for software and maintenance/support offerings. The List Price in the Publisher's price list shall be the base price the Contractor uses to calculate the State's Unit Price. The List Price and the stated List-Less Discount Percentage times the List Price is subtracted from the List Price to determine the State's Unit Price.

The Contractor shall use the appropriate Novell price list to determine the List Price based on the State of Wisconsin's agreement (MLA) with Novell. During the period 7/1/2010-6/30-2012, the List Price on Novell's July 2010 price list shall be used to calculate the Unit Price. List Prices for products not listed on the 2010 price list shall be determined using the item's List Price when first published on a Novell price list.

#### **14. SERVICE FEES:**

The Contractor shall not invoice service fees or additional fees to Authorized Users during the term of the Contract. There shall be no "small order", "minimum order" or "special order" charges or surcharges, unless otherwise required in the Publisher's Value License Agreement (VLA) or the Publisher's Master License Agreement (MLA).

The Contractor shall not charge any Authorized User for returns based on Contractor's inaccuracies or other errors on the part of the Contractor.

Any Expedited delivery that occurs as a result of contractor's error shall be free of charge. No handling surcharges shall be added or discounts lost for any expedited orders.

**15. RETIREMENT OF LICENSES:**

THE Contractor shall facilitate with the Publisher the process for the retirement of any licenses for the Authorized User, as needed. This requires that the Contractor determine to policies of the Publisher and provide the State with the proper procedures and paperwork in order that the retirement of the license becomes effective before the next maintenance period is invoiced or becomes effective.

**16. LICENSE DEPLOYMENT MANAGEMENT:**

The contractor shall assist the Authorized Users with software deployment and migration strategies for purposes of upgrades from/to and to suggest competitive upgrade paths.

The contractor shall advise the Authorized User of the various software versions and plans available, especially when there are various choices.

Award Notice  
Contract No. GSS10228SOFTWARE  
MICROCOMPUTER SOFTWARE

### INSIGHT PUBLIC SECTOR PRICING

**VENDOR:**

Insight Public Sector  
22721 E Mission Ave  
  
Liberty Lake, WA 99019  
USA

**VENDOR CONTACT:**

Robert Froelich  
PHONE: 800-763-8927 EXT:  
EMAIL: robert.froelich@insight.com

**ISSUER:**

LAURIE HOING  
PHONE: 515-281-0656  
EMAIL: laurie.hoing@iowa.gov

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**Contract For: COMPUTER SOFTWARE COTS**

**Contract For:** per attached contract.

This MA doc for payment purposes only. See attached Contract to provide Commercial Over the Counter Software at discounts pursuant to the specifications, terms and conditions of attached Contract & Sealed Bid No. BD80500S359 on file with the Department of Administrative Services, GSE Purchasing, Hoover Building, Level A, Des Moines, Iowa 50319-0105.

This contract replaces CT2545 and MA - 005- CT2979.

Software Spectrum Contract assigned to Insight Public Sector, Inc. on Dec 3, 2008

**MANUFACTURER AND DISCOUNT:**

Microsoft Select (ref: CT2792) 17.07 %  
IBM Passport Adv (except Rational) 7.31 %  
IBM Passport Adv (Rational) 2.27 %  
Adobe TLPG 8.09 %  
Adobe ACLPG 12.17 %  
Business Objects OLP 13.08 %  
Business Obj Single user 10.14 %  
Citrix Easy Licensing 25.09 %  
Computer Associates GLP 33.82 %  
Macromedia Adobe TLOG 8.09 %  
McAfee Gov (ref: CT2853) 27.09 %  
NetIQ 19.83 %  
Novell MLA (ref: CT2787) 34.00 %  
Oracle 11.26 % (added 10/24/06)  
All other In Stock 10.00 %  
All others Non- Stock 2.00 %



**ADDITIONAL TERMS AND CONDITIONS:**

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**17. BILLING:**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

**18. PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

**19. PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

**20. ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

<b>Insight Public Sector, Inc.</b> Contact: Don Bartolo Phone: 800-467-4448 x5598 Fax: 480-760-7860 Email: <a href="mailto:don.bartolo@insight.com">don.bartolo@insight.com</a> Web: <a href="http://www.ips.insight.com">www.ips.insight.com</a> Customer Relations: 800-467-4448 Education Account Contact: see above Field Account Executive: Ron Nagel Phone: 608-251-0165 Email: <a href="mailto:nagel@insight.com">nagel@insight.com</a> Day to Day Contact: Erica Falchetti Phone: 800-543-2437 Contract Expiration: January 31, 2011	<b>Digital Information Services (DIS)</b> Contact: John Bowers, Contract Manager Phone: 877-843-2421 Fax: 877-329-2429 Email: <a href="mailto:john@digitalgovernment.net">john@digitalgovernment.net</a> Web: <a href="http://www.ciacentral.com/wisconsin/">http://www.ciacentral.com/wisconsin/</a> Customer Relations: 877-843-2421 Education Account Contact: see above Field Account Executive: Olivia Seiceanu Phone: 877-843-2421 Email: <a href="mailto:olivia@digitalgovernment.net">olivia@digitalgovernment.net</a> Day to Day Contact: John Bowers
<b>SHI International Corp. (SHI)</b> Contact: Steven Nemeth, Account Executive Phone: (800) 527-6389 ext 7246	

Fax: (732) 537-7247 Email: <a href="mailto:steven_nemeth@shi.com">steven_nemeth@shi.com</a> Web: <a href="http://www.publicsector.shidirect.com">www.publicsector.shidirect.com</a> Customer Relations: (800) 527-6389, Ext 7246 Education Account Contact: see above Field Account Executive: Steven Nemeth Phone: (800) 527-6389, Ext 7246 Email: <a href="mailto:steven_nemeth@shi.com">steven_nemeth@shi.com</a> Day to Day Contact: Steven Nemeth	
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**21. HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

**22. NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

**23. FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

**24. AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.