



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

April 29, 2011

TO: ALL STATE 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 # 1, effective May 16, 2011**
CONTRACT NO. GSS11609-REFURB_LAPTOP
Refurbished Laptops

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OF
KEY CONTRACT INFORMATION

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KEY CONTRACT INFORMATION

1. CONTRACT SCOPE:

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This agreement is established to provide for the purchase of refurbished laptop or notebook computers by the Delaware school system.

The Region VIII Education Service Center is a political subdivision of Texas. TEX. EDUC. CODE §8.001 *et seq.* Texas Education Code §8.002(a) permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts in improving student performance and increasing the efficiency and effectiveness of school operations. Authority for such services is granted under sections 791.001 to 791.029 of the Local Government Code; V.T.C.A as amended ("TICA"). TICA also expressly states that a party to an Interlocal contract may contract with a similar agency of another state. TEX. GOV'T CODE §791.001(b) (2).

Cooperative purchasing by the Section of Government Support Services in the Office of Management and Budget is authorized by Delaware law. DEL. CODE ANN TIT 29 § 6933.

Region VIII Education Service Center has agreed to provide cooperative purchasing services to the State of Delaware through a Program known as The Interlocal Purchasing System (TIPS) Program. This agreement is for the purchase of refurbished laptop/notebook computers **only**.

2. CONTRACT PERIOD:

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Each contractor's contract shall be valid through July 23, 2011. The contract may be renewed by TIPS/TAPS for an additional two (2) years.

3. VENDORS:

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<p>Contract # GSS11609-REFURB_LAPTOPV01 FSF ID: 0000021426 Insight Investments, LLC Attn: Debbie Kalish or Manfred Look 7012 Belgrave Ave. Garden Grove, CA 92841-2808 Phone: (262) 653-0673 or (714) 939-2378 Fax: (262) 653-8322 Email: dkalish@insightinvestments.com or mlook@insightinvestments.com Website: www.insightinvestments.com</p>
<p>Contract # GSS11609-REFURB_LAPTOPV02 FSF ID: 0000091484 Unistar-Sparco Computers, Inc. Attn: Rob Sanders or Scott Houk 7089 Ryburn Drive Millington, TN 38053-6200 Phone: (901) 872-2272 Fax: (901) 872-8482</p>

Email: rob@sparco.com or scott@sparco.com Website: www.sparco.com
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4. SHIPPING TERMS:

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F.O.B. destination and is included in all pricing.

5. DELIVERY AND PICKUP:

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The vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the vendor shall notify the ordering entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. The ordering entity may cancel the order if estimated shipping time is not acceptable.

6. PRICING:

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The vendor agrees to provide pricing to TIPS/TAPS and the State of Delaware that are the lowest pricing available to similar customers and the pricing shall remain so throughout the duration of the contract.

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING:

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

8. PAYMENT:

The 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.

9. 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.

10. 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 district 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.

When contacting the awarded vendor(s), identify as a TIPS/TAPS member to receive the special TIPS/TAPS price. Compare quotes from multiple TIPS/TAPS vendors (if desired).

"TIPS/TAPS PURCHASE" shall be written on all purchase orders with a copy sent to Region 8 Education Service Center. tips@reg8.net or fax to (866) 839-8472

11. 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.

12. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering district 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.

13. FORCE MAJEURE:

Neither the contractor nor the ordering district 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.

14. DISTRICT'S RESPONSIBILITIES:

The District shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the District 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 District observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering District first experiences a relatively minor problem or difficulty with a vendor, the District will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the

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awarded contract.

- d. The state has several remedies available to resolve non-performance issues with the contractor. The District should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the District should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the District or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.