



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

October 31, 2011

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

FROM: PETER KOROLYK  
STATE CONTRACT PROCUREMENT OFFICER  
302-857-4559

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. GSS11629-CC\_TERMINAL**  
**CREDIT CARD PROCESSING TERMINALS**

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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.

**2. CONTRACT PERIOD:**

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Each contractor's contract shall be valid for a two (2) year period from November 1, 2011 through October 31, 2013. Each contract may be renewed for three (3) additional one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

**3. VENDORS:**

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P.C. Supplies  
1003 S. Chapel St, Suite A  
Newark, DE 19702

**FSF # 0000026031**

Mr. R. Scott Martin  
Phone 302-368-4800  
Fax 302-368-5288  
[scott@pcsupplies.com](mailto:scott@pcsupplies.com)

**4. SHIPPING TERMS:**

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F.O.B. destination, freight pre-paid.

**5. DELIVERY AND PICKUP:**

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Delivery is to be coordinated between the ordering agency and the vendor representative.

**6. PRICING:**

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**VeriFone Models**

Equipment Description	List Price (\$)	Discount (%)	Contract Price (\$)
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**MX870 - Credit Card Processing Terminal**

\$880.00	32.39%	\$595.00
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sub-model # **M094-107-01-R**

warranty period (months)	36 months
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**Ethernet Cable w/ USB connection**

\$35.00	5.71%	\$33.00
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Model # **23745-02-R**

warranty period (months)	3 month
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**AC Power Supply (120 V)**

\$15.00	6.67%	\$14.00
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Model # **CPS11212D-1B-R**

warranty period (months)	3 month
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**MX Stand**

\$200.00	21.50%	\$157.00
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Model # **E-367-1026-R**

warranty period (months)	3 month
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Prices will remain firm for the term of the contract term.

**ADDITIONAL TERMS AND CONDITIONS**

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**7. 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.

**8. 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.

**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 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.

**11. REQUIREMENTS:**

This contract is issued to cover the Credit Card Processing Terminals requirements for a DMV upgrade project, but the equipment listed shall also be accessible to any School District, Political Subdivision, Municipality or Volunteer Fire Company.

**12. 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.

**13. 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.

**14. 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.

**15. 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.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency 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 awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency 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 Agency 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>.

**16. OTHER STATE CONTRACT:**

Although the State of Delaware will institute a contract for the procurement of Credit Card Processing Terminals, the State currently has contracts for the following technology items:

Computer Equipment, Peripherals and Related Services  
[http://contracts.delaware.gov/contracts\\_detail.asp?i=10](http://contracts.delaware.gov/contracts_detail.asp?i=10)

This contract noted above is active and intended for use by State Agencies and other authorized users. Additionally, this contract may not be the only active existing contract, since there may be active agency contracts in use at the time of this solicitation.

**17. AGENCY COMPLIANCE WITH EO 20:**

Prior to ordering any equipment, it may be necessary for agencies to obtain an Executive Order 20 (EO 20) business plan review by the Delaware's Department of Technology and Information (DTI). Although an awarded vendor is not responsible for an agency's failure to obtain a business plan review; if requested, awarded vendors shall provide any information requested by DTI prior to fulfilling an agency order.

Bidding vendors interested in reviewing the Governor's Executive Order No. 20 can go to the following site:

[http://governor.delaware.gov/orders/exec\\_order\\_20.shtml](http://governor.delaware.gov/orders/exec_order_20.shtml)

**18. SECURITY:**

Computer, network, and information security is of paramount concern for the State of Delaware and the Department of Technology and Information. The State wants to ensure that computer/network hardware and software does not compromise the security of its IT infrastructure. The SANS Institute and the FBI have released a document describing the Top 20 Internet Security Threats. The document is available at [www.sans.org/top20.htm](http://www.sans.org/top20.htm) for your review. The Contractor is guaranteeing that any systems or software provided by the Contractor are free of the vulnerabilities listed in that document.

**19. CYBER SECURITY LIABILITY:**

It shall be the duty of the Vendor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Delaware. Vendor's agreement shall not limit or modify liability for information security breaches, and Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to Vendor all damages, costs and expenses caused by such information security breaches that have not been previously paid to Vendor.