



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

09/25/15

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

FROM: NECIA BECK
STATE CONTRACT PROCUREMENT OFFICER
302-857-4552

SUBJECT: **AWARD NOTICE – ADDENDUM #44 – Apple website corrected**
(Effective December 3, 2020)
CONTRACT NO. GSS15133-COMPUTER
Computer Equipment, Peripherals, and Related Services

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OF
KEY CONTRACT INFORMATION

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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, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

Under Title 29 §6933, The State of Delaware is authorized to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of materiel or nonprofessional services with 1 or more public procurement units either within the State or within another state in accordance with an agreement entered into between the participants. Government Support Services, Office of Management and Budget has entered into a cooperative agreement with the State of Minnesota, under the National Association of State Procurement Officer (NASPO) Value Point for the procurement of Computer Equipment, Peripherals, and Related Services.

Executive Order # 20 requires that all executive agencies maximize efficiencies and improve the quality of IT related purchases. Agencies, as defined by 29 Del. C. § 6902, are mandated to use the Premium Savings Package (PSP) to procure desktop computers and peripherals. The Department of Technology and Information (DTI) has determined that the PSP offered under this contract provides the most cost-effective configuration and that the offering by Dell Marketing and Apple Computers shall be the state's standard configuration.

Procurement from other awarded vendors must be approved by DTI.

2. COVERED BANDS

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This contract is divided into six (6) hardware product bands. Each band includes related peripherals and services. All products and services offered within each band are subject to the restrictions provided in the Product Restrictions section of the RFP. With the evolution of technology bands will be flexible and may be redefined during the course of the contract.

- **Band 1, Desktop:** A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: (1) the processor, 2) display monitor and 3) input devices usually a keyboard and a mouse. All operating systems for tablets are allowed. Zero Clients, Thin clients, all in ones and workstations will also be included under desktops. Ruggedized equipment may also be included in the Product and Service schedule for this band.
- **Band 2, Laptop:** A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, ultrabook, mobile thin clients, chromebooks and netbooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this band. Ruggedized equipment may also be included in the Product and Service Schedule for this band
- **Band 3, Tablet:** A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. All operating systems for tablets are allowed. Ruggedized equipment may also be included as a category in the Product and Service Schedule for this band.

- **Band 4, Server:** A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.
- **Band 5, Storage:** Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.
- **Band 6, Ruggedized Devices:** Ruggedized refers to devices specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions. Ruggedized Devices may also be offered under bands 1-5 of the Master Agreement.

Examples of peripherals/accessories/options: Include but are not limited to: printers, monitors, multifunction printers, audiovisual equipment, instructional equipment, cabling, modems, networking to support server, storage and client applications such as routers, switches. Software is an option which must be related to the purchase of equipment and subject to configuration limits. Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band.

3. CONTRACT PERIOD

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The contract executed by the State of Minnesota is for use by the State of Delaware under a Participating Addendum that allows state departments and agencies to use the agreement. The Master Price Agreement shall become effective on October 1, 2015 through March 31, 2017. The State reserves the right, in its sole discretion, to extend this contract pursuant to and including any extensions of the Lead State Agreement under the same terms and conditions.

- Contracts with Apple, Inc., Pure Storage, Panasonic, and, have been extended through March 31, 2018 under the same terms and conditions.
- Contracts with Bytespeed, Dell Marketing, L.P, HP Inc., Howard Technology Solutions, Microsoft, DELL EMC Corp., Lenovo have been extended through March 31, 2020 under the same terms and conditions.
- In addition, Contracts with Hewlett Packard Enterprise Company, Panasonic and Pure Storage have been extended through March 31, 2020 under the same terms and conditions.
- Contract with Apple, Inc has been extended through March 31, 2019 under the same terms and conditions.
- Contract with Apple, Inc has been extended through March 31, 2020 under the same terms and conditions.
- Addendum #39 extends the contract with all vendors through July 31, 2021.

4. VENDORS

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Awarded Vendor	Band(s) Awarded	Authorized Resellers
GSS15133-COMPUTERV04 Apple, Inc. 11921 Freedom Drive, Suite 600 MS 188-RE Reston, VA 20190-5634 POC: Avital Elad PH: 408-974-4908 EM: aelad@apple.com POC: Kathy Klass PH: 703-264-3429 EM: kklass@apple.com Web: www.apple.com/education/purchase/contracts/states/de.html Website updated eff. December 3, 2020 FSF: 0000035250	1, 2, 3	Vendor Direct, no resellers
GSS15133-COMPUTERV02 Bytespeed 3131 24 th Ave S Moorhead, MN 56550 POC: Brenda Clifton PH: 877-553-0777, ext 489 /or/ 218-227-0489 EM: bclifton@bytespeed.com POC: Jason Redfield PH: 877-553-0777, ext 447 /or/ 218-227-0447 EM: jredfield@bytespeed.com Web: www.bytespeed.com FSF: 0000130569	1,2,3,4,5	P.C. Supplies
GSS15133-COMPUTERV01 Dell EMC 3017 Douglas Blvd. #300 Roseville, CA 95661 POC: Pamela Kunhart PH: 916-797-7052 POC: Renee Brand PH: 651-338-3637 EM: renee.brand@dell.com Web: http://www.emc.com/emcwsca/data-storage/index.htm FSF: 0000000798	5	CDW-G ePlus Technology NWN Corporation SHI International Corp. IP Datasystems Applied Technology Services
GSS15133-COMPUTERV03 Dell Marketing, L.P. One Dell Way Mail Stop 8708 Round Rock, TX 78682 POC: Bill Lummis PH: 877-671-3355, ext 5139214 or 512-513-9214 EM: Bill_Lummis@dell.com POC: Cyndi Radel PH: 231-747-9294 EM: Cyndi_radel@dell.com Web: www.dell.com/naspowsca FSF: 0000033778	1,2,3,4,5	CAS Severn Candoris Technologies

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<p>GSS15133-COMPUTERV07 Hewlett Packard Company /dba/ HP Inc. 1501 Page Mill Road Palo Alto, CA 94304 POC: Marvin Gonzalez PH: 505-415-7351 EM: marvin.gonzalez@hp.com POC: Mark Mose PH: 410-991-2522 Web: www.hp.com/buy/naspovp-pc4 FSF: 0000035207</p>	<p>1,2,3</p>	<p>SHI International Corp. CDW Government, LLC MTM Technologies Inc P.C. Supplies Inc HCGI Hartford GovConnection</p>
<p>GSS15133-COMPUTER08 Hewlett Packard Enterprise Company 3000 Hanover St. Palo Alto, CA 94304 POC: Erin Tank PH: 501-428-8287 EM: erin.tank@hpe.com POC: Stacey Kearns PH: 512-319-1012 or 501-205-6277 EM: Stacey.pierce@hpe.com Web: www.hpe.com/buy/naspovp-pc4 FSF: 0000258913</p>	<p>4,5</p>	<p>SHI International Corp. CDW Government, LLC MTM Technologies Inc. HCGI Hartford</p>
<p>GSS15133-COMPUTERV0 Howard Technology Solutions 36 Howard Dr, P.O. Box 1590 Laurel, MS 39441 POC: Melissa Reeves Ward PH: 888-912-3151 or 601-399-5680 Web: www.howardcomputers.com FSF: 0000033314</p>	<p>1,2,3,4,5</p>	<p>Vendor Direct, No Resellers</p>
<p>GSS15133-COMPUTERV25 Lenovo (United States), Inc. 1009 Think Place Morrisville, NC 27560 POC: Dayna Self PH: 919-874-3514 EM: dself@lenovo.com POC: Howard Tobias PH: 917-841-5079 EM: htobias@lenovo.com FSF: 0000031170</p>	<p>1,2,3,4,5</p>	<p>SHI International Corp.</p>
<p>GSS15133-COMPUTERV05 Microsoft Corporation One Microsoft Way Redmond, WA 98052 POC: Todd Minor PH: 425-421-0494, ext 10494 EM: toddmin@microsoft.com POC: Donte Dixon PH: 301-648-4892 EM: dodix@microsoft.com FSF: 0000035007</p>	<p>2,3</p>	<p>SHI International Corp. Microsoft Store (not corporate office direct)</p>

<p>GSS15133-COMPUTERV09 Panasonic System Communications Company of North America, Division of Panasonic North America 2 Riverfront Plaza, 6th Floor Newark, NJ 07102 POC: Amy Lee PH: 201-325-1181 EM: amy.lee@us.panasonic.com POC: Michelle Chapin PH: 973-303-7787 EM: michelle.chapin@us.panasonic.com Web: http://business.panasonic.com FSF: 0000037671</p>	<p>2,3</p>	<p>Magnum Electronics CDW Government, LLC SHI International Corp. GovDirect, Inc. Insight Public Sector</p>
<p>GSS15133-COMPUTERV37 Pure Storage 650 Castro Street, Suite 400 Mountain View, CA 94041 POC: Kim Bradbury PH: 301-717-9968 EM: kim.bradbury@purestorage.com POC: Mels Stevens PH: 206-708-5007 EM: mels@purestorage.com FSF: 0000536843</p>	<p>5</p>	<p>SHI International Corp. MTM Technologies Inc. ePlus Technology Inc. CDW Government, LLC</p>

5. LOCAL DEALERS

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Dealer	For	Band(s)
<p>GSS15133-COMPUTERV35 Applied Technology Services 11615 Crossroads Circle, Suite J Middle River, MD 21220 POC: Danielle Burnett PH: 410-344-1256 EM: danielleb@appliedtechnology.com POC: Bob Marchese PH: 410-344-1256 EM: bobm@appliedtrchnologyservices.com Web: www.appliedtechnologyservices.com FSF: 0000365153</p>	<p>Dell EMC</p>	<p>5</p>
<p>GSS15133-COMPUTERV38 Candoris Technologies 475 N. Weaber Street Annville, PA 17003 POC: Tawna Perkins PH: 717-685-4347 EM: tperkins@candoris.com POC: Dave Seaman PH: 717-685-4341 EM: dseaman@candoris.com Web: www.candoris.com FSF: 0000507229</p>	<p>Dell Marketing, L.P.</p>	<p>1,2,3,4,5</p>

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<p>GSS15133-COMPUTERV37 CAS Severn, Inc 7201 Chevy Chase Drive Laurel, MD 20707 POC: Rob McMahon PH: 443-695-4262 EM: rmcmahon@cassevern.com FSF: 0000551623</p>	<p>Dell Marketing, L.P.</p>	<p>1,2,3,4,5</p>
<p>GSS15133-COMPUTERV32 CDW Government, LLC 230 N. Milwaukee Avenue Vernon Hills, IL 60061 <u>State and Local Government</u> POC: Tahunnus Chaudhry PH: 703-262-8099 EM: tahuca@cdwg.com POC: David Goodwin PH: 866-811-4222 EM: daigoo@cdw.com <u>K-12 Education</u> POC: Bill Rose PH: 866-819-6504 or 203-851-7093 billros@cdw.com <u>Higher Education</u> POC: Ed Voiculescu PH: 877-259-4215 or 847-968-9562 EM: eddivoi@cdw.com <u>Remit Address</u> CDW Government LLC Attn: Accounts Payable 75 Remittance Drive, Suite 1515 Chicago, IL 60675</p>	<p>Dell EMC Hewlett Packard Company /dba/ HP Hewlett Packard Enterprise Panasonic Pure Storage</p>	<p>5 1,2,3 4, 5 2,3 5</p>
<p>GSS15133-COMPUTERV30 ePlus Technology Inc. 13595 Dulles Technology Dr Herndon, VA 20171 POC: Nick D'Archangelo PH: 610-495-1293 EM: ndarchangelo@eplus.com POC: Michele Graeff PH: 610-495-1250 EM: mgraeff@eplus.com Web: www.eplus.com FSF: 0000040210</p>	<p>Dell EMC</p>	<p>5</p>
<p>GSS15133-COMPUTERV35 GovConnection Connection Public Sector Solutions 732 Milford Road Merrimack, NH 03054-4633 POC: Robert (Bobby) W. Renshaw PH: 800-800-0019, ext 34314 EM: robert.renshaw@connection.com FSF: 0000030381</p>	<p>Hewlett Packard Company /dba/ HP</p>	<p>1,2,3</p>

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<p>GSS15133-COMPUTERV19 GovDirect, Inc. 601 Cleveland Street, Suite 415 Clearwater, FL 33755 POC: Danielle Zoz PH: 727-754-2699 EM: dzoz@govdirect.com POC: Jeff Blair PH: 402-323-4819 EM: jblair@govdirect.com FSF: 0000300231</p>	<p>Panasonic</p>	<p>2,3</p>
<p>GSS15133-COMPUTERV34 HCGI Hartford 2400 Sweetbrier Road Wilmington, DE 19810 POC: Carol Huff PH: 800-370-5849 EM: chuff@hcgi.com POC: Kevin McCabe PH: 302-743-5000 EM: kmccabe@hcgi.com FSF: 0000140396</p>	<p>Hewlett Packard Company /dba/ HP Hewlett Packard Enterprise Microsoft</p>	<p>1,2,3 4, 5 2,3</p>
<p>GSS15133-COMPUTERV12 Insight Public Sector 6820 S. Harl Ave. Tempe, AZ 85283 POC: Pam Potter PH: 630-924-6810 EM: pam.potter@insight.com POC: Amy Tshopp PH: 630-924-6820 EM: amy.tschopp@insight.com FSF: 0000022295</p>	<p>Panasonic</p>	<p>2,3</p>
<p>GSS15133-COMPUTERV36 IP Datasystems 6021 University Blvd, Suite 420 Ellicott City, MD 20143 POC: Tom Murphy PH: 410-207-7130 EM: tom.murphy@ipdatasystems.com POC: Deanna Scaggs PH: 443-294-0074 EM: Deanna.scaggs@ipdatasystems.com Web: www.ipds.com FSF: 0000106085</p>	<p>Dell EMC</p>	<p>5</p>
<p>GSS15133-COMPUTERV33 Magnum Electronics 927 Horsepond Road Dover, DE 19904 POC: Mike or Maria Ridenour PH: 302-734-9250 EM: mike.ridenour@manumelectronics.com FSF: 0000004196</p>	<p>Panasonic</p>	<p>2,3</p>

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<p>GSS15133-COMPUTERV05 Microsoft Store 137 Christiana Mall Newark, DE 19702 POC: Eric Bentley PH: 302-669-0200 EM: eric.bentley@microsoft.com FSF: 0000035007</p>	<p>Microsoft</p>	<p>2,3</p>
<p>GSS15133-COMPUTERV27 MTM Technologies Inc. 1675A South State St. Dover, DE 19901-5148 POC: Michael Carey PH: 302-744-2252 EM: mcarey@mtm.com FSF: 0000002776</p>	<p>Hewlett Packard Company /dba/ HP Hewlett Packard Enterprise Pure Storage</p>	<p>1,2,3 4, 5 5</p>
<p>GSS15133-COMPUTERV29 NWN Corporation 271 Waverley Oaks Road Waltham, MA 02452 POC: Scott Pintsopoulos PH: 781-472-3435 EM: spintsopoulos@nwnit.com POC: Matthew Niemann PH: 916-637-2135 EM: mniemann@nwnit.com Web: www.nwnit.com FSF: 0000039535</p>	<p>Dell EMC</p>	<p>5</p>
<p>GSS15133-COMPUTERV28 P.C. Supplies Inc. 1003 S Chapel Street, Suite A Newark, DE 19702 POC: Scott Martin PH: 302-368-4800 EM: scott@pcsupplies.com FSF: 0000026031</p>	<p>Hewlett Packard Company /dba/ HP Bytespeed</p>	<p>1,2,3 1,2,3,4,5</p>
<p>GSS15133-COMPUTERV24 SHI International Corp 290 Davidson Avenue Somerset, NJ 08873 POC: John Minnella PH: 908-421-2498 EM: john_minnella@shi.com POCL Dominick Fama PH: 732-991-5646 EM: Dominick_fama@shi.com Web: www.shi.com FSF: 0000016884</p>	<p>Dell EMC Hewlett Packard Company /dba/ HP Hewlett Packard Enterprise Lenovo Microsoft Pure Storage</p>	<p>5 1,2,3 4, 5 1,2,3,4,5 2,3 5</p>

6. ADDENDUM HISTORY

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- Addendum 1 - Adds Dell Marketing, LP to the contract.
- Addendum 2 - Adds Dell Marketing, LP website.
- Addendum 3 - Adds CDW Government LLC, MTM Technologies Inc., P.C. Supplies, SHI International Corporation to the contract.
- Addendum 4 - Adds Printer Purchasing Process and CRMP Program.
- Addendum 5 - Adds Apple as a vendor on the contract.
- Addendum 6 - Adds EMC Corporation as a vendor and updates HP Inc. contact information.
- Addendum 7 - Adds Magnum Electronics and Panasonic to the contract.
- Addendum 8 - Adds HCGI as a vendor and updates vendor information for HP, Inc and Hewlett Packard Enterprise.
- Addendum 9 - Adds NWN Corporation and ePlus Technology as a reseller for EMC.
- Addendum 10 - Updates contract information for EMC Corp.
- Addendum 11 - Adds Microsoft to the contract.
- Addendum 12 - Suspends Bytespeed.
- Addendum 13 - Adds Pure Storage as a vendor and updates contact for Hewlett Packard Enterprise.
- Addendum 14 - Updates contact information for HP, Inc. and EMC Corp.
- Addendum 15 - HP Battery Safety Recall
- Addendum 16 - Lifting Suspension of Bytespeed.
- Addendum 17 - Adds GovDirect and Insight Public Sector as a Reseller.
- Addendum 18 - Updates contact information for CDW-G.
- Addendum 19 - Updates Hewlett Packard Company name Change to HP Inc.
- Addendum 20 - Adds EMC as a Reseller.
- Addendum 21 - Updates vendor information.
- Addendum 22 - Extends the contract through March 31, 2020.
- Addendum 23 - Updates HPE contact information.
- Addendum 24 - Extends contract with Panasonic, EMC and Microsoft.
- Addendum 25 - Adds Lenovo to contract through March 31, 2020.
- Addendum 26 - Removes P.C. Supplies as Hewlett Packard Enterprise - Reseller
- Addendum 27 - Updates EMC to EMC DELL and contact information.
- Addendum 28 - Adds P.C. Supplies as a Reseller for Bytespeed.
- Addendum 29 - Adds Gov Connection as a Reseller for HP Inc & extends contract w/ Apple thru 3/31/19.
- Addendum 30 - Updates HPE Contract information.
- Addendum 31 - Adds Reseller for Pure Storage.
- Addendum 32 - Updates contact information for SHI International.
- Addendum 33 - Updating HPE Contact Information
- Addendum 34 - Extends contract with Apple Inc. through March 31, 2020.
- Addendum 35 - Updates contact information for DELL Marketing L.P
- Addendum 36 - Updates Contact Info for H Inc. & Adds SHI Intl. as reseller for Lenovo, updates SHI Contract Info.
- Addendum 37 - Updating Microsoft Contact Info., remove HCGI as being a reseller for Microsoft.
- Addendum 38 - Adds two new Dell EMC Resellers.
- Addendum 39 - Extends the contract through July 31, 2021.
- Addendum 40 - Adds DELL Reseller.
- Addendum 41 - Updates Hewlett Packard Company DBA HP Inc.
- Addendum 42 - Adds Candoris Technologies (Dell Marketing reseller) and updates CAS Severn to Dell Marketing.
- Addendum 43 - Clarifies what is covered and who is awarded what.

7. SHIPPING TERMS

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

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. PRICING

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Prices will remain firm for the term of the contract year. Pricing for some vendors can be found at Delaware eMarketplace:

<https://solutions.sciquest.com/apps/Router/Login?OrgName=StateofDelaware&tmstmp=1442867190967>

ADDITIONAL TERMS AND CONDITIONS

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9. 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.

10. 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.

11. 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.

12. 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.

ALL ORDERING AGENCIES ARE REQUIRED TO HAVE A FORMAL RECOMMENDATION from the Copier and Multifunction Printer Resource Management Program (CRMP) for printer purchases. No orders may be processed by the vendor without the formal recommendation and PO. Vendor may fulfill only what is recommended by the CRMP.

13. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS15133-COMPUTER on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

14. 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.

15. 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.

16. 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.

17. 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>.

18. COPIER AND MULTIFUNCTION PRINTER RESOURCE MANAGEMENT PROGRAM FUNCTIONS

The Copier and Multifunction Printer Resource Management Program (CRMP) will be responsible for reviewing Agency needs and making formal recommendations and ensuring right sizing of placements. The Copier Management Program will maximize benefits of multi-function equipment while reducing fax machines, desktop and stand-alone printers in the workplace.

- a. the CRMP Officer is the person that the contractor will contact after the contract is executed for answers to any questions and concerns about any aspect of the contract.
- b. The CRMP will ensure contract compliance with Agencies and Vendor(s).
- c. The CRMP is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.
- d. The CRMP is the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor.
- e. All persons and agencies that use the contract must notify and coordinate the use of the contract with the CRMP, who must approve for placement of such equipment being procured.
- f. If the CRMP determines that the Contractor has failed to perform contractually required work, a Corrective Action Request (CAR) will be completed. Government Support Services will notify the vendor of the contract performance deficiencies requiring resolution within a period of time determined by Government Support Services. This same procedure will be used in any instance where deliverables (i.e. commodities, services, or invoicing) are not in accordance with contract specifications.
- g. The CRMP is responsible for working with the Director or his designee on any modification to the scope of work or special projects that may be required during the active contract term.

19. COORDINATION WITH THE CRMP OFFICER

- a. Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the CRMP Officer for resolution.
- b. Any questions related to performance of the work of the contract by contract users shall be directed to the CRMP Officer.

- c. The Contractor may contact the CRMP Officer if the contractor cannot resolve a dispute with the contract users.
- d. Cancellations under this contract require CRMP approval.

19. PRINTER ORDERING PROCEDURE DETAILS

The Copier and Multifunction Printer Resource Management Program (CRMP) will be responsible for reviewing Agency needs and making formal recommendations and ensuring right sizing of placements. The Copier and Multifunction Printer Resource Management Program will maximize benefits of multi- function equipment while reducing fax machines, desktop and stand-alone printers in the workplace.

- a. The CRMP officer is the person that the contractor will contact after the contract is executed for answers to any questions and concerns about any aspect of the contract.
- b. The CRMP will ensure contract compliance with Agencies and Vendor(s).
- c. The CRMP coordinates the use of this contract and assists in resolving minor disputes between the contractor and end users.
- d. The CRMP is the central coordinator of the use of this contract for all using Agencies. End users process invoices, order supplies, and contract the vendor for any required maintenance.
- e. All persons and agencies that use the contract must notify and coordinate the use of the contract with the CRMP, who must approve for placement of such equipment being purchased/leased.
- f. Approved orders from the CRMP will have a CRMP Formal Recommendation that must accompany the PO when ordering from the Vendor. Only orders with a CRMP Formal Recommendation and valid PO may be filled under this contract. Failure to do so may be cause for termination of contract.
- g. When the Vendor receives the CRMP recommendation and Agency PO from the ordering Agency, the Vendor has seventy-two (72) hours to acknowledge receipt of order and provide an estimated delivery date.
- h. Notice of any delivery problems is required. The confirmation must be made to the ordering agency as stated in the purchase order

20. E-RATE

“E-Rate” is a program sponsored by the Federal Communications Commission whereby educational and other qualifying institutions may purchase authorized technology at reduced prices. E-Rate eligibility depends upon who uses the equipment, how it is used and where it is located. In general terms, equipment located on school property and that is necessary for e-mail and internet access in classrooms is eligible for E-Rate support. Each contractor shall make every effort to continue its involvement in this program and to add products as applicable.

USAC’s free search tool is located at <http://www.usac.org/si/tools/default.aspx>.

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Apple, Inc	143004358 Call to confirm	143030194
		143004358
ByteSpeed	143022706	143022706
Cisco Call to confirm	143014306	143014306
	143004718	143004718
	143018091	143018091
Dell Marketing L.P.	143004340	143004340
Dell EMC		143037205
		143026357
		143034411
Hewlett Packard	143007617	
Howard Technology	143022153	
IBM	143005607	
Lenovo	143033514	
Microsoft	143013242	143013242
Nimble	Call to confirm	
Oracle America, Inc.	Call to confirm	143007126
		143021620
Panasonic	Call to confirm	
Toshiba		143013282

21. HP Notebook Computer Battery Recall



HP Inc.,
1501 Page Mill Rd,
Palo Alto, CA 94304-1185, USA
hp.com

Important Safety Announcement HP Notebook Computer Battery Safety Recall and Replacement Program

Dear Valued HP Customer,

In cooperation with various government regulatory agencies HP has announced a worldwide voluntary safety recall and replacement program, for certain notebook batteries. The affected batteries were shipped with specific HP, Compaq, HP ProBook, HP ENVY, Compaq Presario, and HP Pavilion Notebook Computers sold worldwide from March 2013 through August 2015, and/or were sold as accessories or spares, or provided as replacements through Support. The batteries have the potential to overheat, posing a fire and burn hazard to customers.

Because affected batteries pose a fire and burn hazard, it is extremely important for customers to check whether their batteries are affected. HP's primary concern is for the safety of our customers. HP strongly encourages customers to validate their batteries on the HP Battery Recall website at: <http://www.HP.com/go/batteryprogram2016>. Customers should cease use of affected batteries immediately. Customers may continue to use their notebook computer without the battery installed by connecting the notebook to external power. HP will provide a replacement battery for each verified, affected battery, at no cost.

Note: Not all batteries in all HP, Compaq, HP ProBook, HP ENVY, Compaq Presario, and HP Pavilion Notebook Computers are affected.

Note: If the validation process indicates that a battery is not affected, it may continue to be used, and a replacement is not necessary.

How to determine if your HP Notebook Computer Batteries may be affected

1) The following table provides a list of potentially affected product series.

Compaq				
Compaq CQ45 (B)	Compaq CQ58 (B)			
HP ENVY				
HP ENVY dv6 (G)				
HP Pavilion				
HP Pavilion 14 (S)	HP Pavilion g4 (S)			
HP Pavilion 15 (S)	HP Pavilion g6 (S)			
HP Pavilion 17 (S)	HP Pavilion g7 (S)			
HP				
HP 240	HP 450	HP 650	HP 250 G1	HP 1000 (B)
HP 245	HP 455	HP 655	HP 255 G1	HP 2000 (B)
HP 246				
HP ProBook				
HP ProBook 440 G0	HP ProBook 450 G0	HP ProBook 470 G0	HP ProBook 4440s	
HP ProBook 440 G1	HP ProBook 450 G1	HP ProBook 470 G1	HP ProBook 4441s	
HP ProBook 445 G1	HP ProBook 455 G1	HP ProBook 470 G2	HP ProBook 4445s	
			HP ProBook 4446s	
			HP ProBook 4540s	
			HP ProBook 4545s	
Products listed below are also compatible with, but were not shipped with, the affected batteries.				
Compaq				
Compaq 435	Compaq 436			
Compaq Presario				
Compaq Presario CQ42 [B]	Compaq Presario CQ56 [B]	Compaq Presario CQ62	Compaq Presario CQ72	

Compaq Presario CQ43 [B]	Compaq Presario CQ57 [B]	Compaq Presario CQ62 [B]		
Compaq Presario CQ45 [B]	Compaq Presario CQ58 [B]			
	Compaq Presario CQ58			
HP ENVY				
HP ENVY 15 [G]				
HP ENVY m6				
HP ENVY TS 15				
HP Pavilion				
HP Pavilion dv6 [S]				
HP				
HP 243 G1	HP 430	HP 630	HP G42 [B]	HP 2000
	HP 431	HP 631	HP G56 [B]	
	HP 435	HP 635	HP G62 [B]	
	HP 436	HP 636	HP G62 [S]	
			HP G72 [B]	
HP ProBook				
HP ProBook 4330s	HP ProBook 4435s	HP ProBook 4530s		
HP ProBook 4331s	HP ProBook 4436s	HP ProBook 4535s		
		HP ProBook 4730s		

2) Serial Number patterns

The serial numbers of products sold with potentially affected batteries follow these patterns: Serial # patterns: xxx311xxxx - xxx444xxxx

Validating potentially affected batteries

HP's primary concern is for the safety of our customers. HP encourages you to validate the batteries of any of the potentially affected notebook computers listed above, plus any batteries purchased as accessories or spares, or provided as replacements through Support. Validation can be performed in one of two ways:

Option 1: Validation & Replacement individually by employees

End users can quickly validate their batteries, and order a free replacement battery if eligible, on the HP Battery Recall website at: <http://www.HP.com/go/batteryprogram2016>. (See “Instructions for your employees” below.)

Option 2: Bulk battery validation and replacement order process - for customers with 10 or more potentially affected batteries to validate)

HP has put in place a process to facilitate battery validation and replacement ordering for customers with 10 or more potentially affected batteries to validate.

HP has developed a bulk battery validation utility which can be deployed by each individual customer, on the customer’s notebook install base, to identify affected notebook serial numbers and battery part numbers. The regional Bulk Process teams will then verify the data and process the bulk order for battery replacements as applicable. All affected batteries will be replaced at no cost to you.

Please note that the Bulk Process will be managed in English only.

For more details and guidance through the bulk battery validation and replacement ordering process, and to obtain the utility, please contact the relevant regional Bulk Process team at one of the following email addresses:

- For Europe, Middle East and Africa: EMEABulkBattery@hp.com
- For Asia Pacific: APJBulkBattery@hp.com
- For North America: NABulkBattery@hp.com
- For Latin America: LABulkBattery@hp.com

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Instructions for your employees:

Please go to the HP Battery Recall website at: <http://www.HP.com/go/batteryprogram2016> to validate your battery, and to order a free replacement battery, if eligible. If the validation process indicates that your battery is affected, cease use of the battery immediately and remove it from the notebook. You may continue to use your notebook without the battery installed by connecting the notebook to external power.

Note: If the validation process indicates that your battery is not affected, you may continue to use the battery, and a replacement is not necessary.

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Contact HP

If you have questions on the HP Notebook Battery Safety Recall and Replacement program please contact HP via **Contact Us** on [HP Battery Recall website](#) at: <http://www.HP.com/go/batteryprogram2016>.

Or contact HP Support at the following numbers:

North America	<u>Telephone Number</u>
Canada (8 am – 7 pm, CST Monday– Friday, excluding holidays)	1-888-202-4320
USA (8 am – 7 pm, CST Monday– Friday, excluding holidays)	1-888-202-4320
Worldwide support numbers are available at the following link: https://hp.com/go/Recallcontacthp	

If additional support is needed, contact your HP account manager. HP apologizes for any inconvenience this may have caused you.

Sincerely, HP.