



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

09/25/2015

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

FROM: THERESA NEWMAN
CONTRACT OFFICER
302-857-4552

SUBJECT: **AWARD NOTICE – Addendum 1**
CONTRACT NO. GSS15133-COMPUTER– Adding Dell Marketing, LP.
Computer Equipment, Peripherals, and Related Services

TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION

1. CONTRACT OVERVIEW.....	3
2. MANDATORY USE CONTRACT.....	3
3. CONTRACT PERIOD	3
4. VENDORS	4
5. SHIPPING TERMS	5
6. PRICING	5
7. PAYMENT.....	5
8. PRODUCT SUBSTITUTION.....	5
9. ORDERING PROCEDURE.....	5
10. PURCHASE ORDERS.....	5
11. HOLD HARMLESS	5
12. NON-PERFORMANCE	6
13. FORCE MAJEURE	6
14. AGENCY’S RESPONSIBILITIES.....	6
15. E-RATE	6



1. CONTRACT OVERVIEW

This contract provides PC's and related commodities (including printers, small servers, LAN/WAN storage devices and monitors) and allows for very limited professional services directly related to the purchase of PC's. Products available are found using Delaware eMarketplace and the Vendor's online store. The contract is divided into 6 bands (1) Desktop, (2) Laptop, (3) Tablet, (4) Server, (5) Storage, and (6) Ruggedized Devices. Preferred Savings Packages are offered by selected vendors and offer greater discount.

2. MANDATORY USE CONTRACT

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.

3. CONTRACT PERIOD

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.

4. VENDORS

<p>HP Vendor Contract Number: GSS15133-COMPUTERV07 FSF: 0000035207</p> <p>3000 Hanover St. Palo Alto, PA 94304-1112</p> <p>Jonathan Isbell Enterprise Inside Sales Rep 800/277-8988, ext 7717659 jonathan.lou.isbell@hpe.com www.hp.com/buy/delaware</p>	<p>Bytespeed Vendor Contract Number: GSS15133-COMPUTERV02 FSF: 0000130569</p> <p>3131 24th Ave S Moorhead, MN 56550</p> <p>Primary Contact: Brenda Clifton (P): 877-553-0777 x489 (P): 218-227-0489 (F): 218-227-0498 Email: bclifton@bytespeed.com</p> <p>Secondary Contact: Jason Redfield (P): 877-553-0777 x447 (P): 218-227-0447 (F): 218-227-0498 Email: redfield@bytespeed.com www.bytespeed.com</p>	<p>Howard Technology Solutions Vendor Contract Number: GSS15133-COMPUTERV06 FSF: 0000033314</p> <p>36 Howard Dr P.O. Box 1590 Laurel, MS 39441</p> <p>Melissa Reeves Ward Vendor Relations and Contract Manager PO Box 1590 Laurel, MS 39441 601.399.5680 (Direct) 888.912.3151 (Toll Free) 601.399.5077 (Fax) 601.913.3111 (Cell) www.howardcomputers.com</p>
<p>Effective 11/1/2015 Hewlett Packard Enterprise Company DBA: Hewlett Packard Enterprise Vendor Contract Number: GSS15133-COMPUTERV- - FSF: 47-3298624</p> <p>3000 Hanover St. Palo Alto, PA 94304</p> <p>Jonathan Isbell Enterprise Inside Sales Rep (P): 800-277-8988, ext 7717659 Email:jonathan.lou.isbell@hpe.com www.hp.com/buy/delaware</p>	<p>Effective 11/1/2015 Hewlett Packard Company DBA: HP Inc. Vendor Contract Number: GSS15133-COMPUTERV- - FSF: 94-1081436</p> <p>1501 Page Mill Road Palo Alto, CA 94304</p> <p>Primary Contact: John Trujillo Inside Sales Representative 888/518-3706 410 991 2522 800/888-2329 john.qui.trujillo@hp.com</p> <p>Secondary Contact: Mark Mose (P): 410 991 2522 (P): 888/518-3706 (F): 410 991 2522 Email: mark.mose@hp.com</p>	<p>Dell Marketing, L.P. Vendor Contract Number: GSS15133-COMPUTERV03 FSF: 0000033778</p> <p>One Dell Way Mail Stop 8708 Round Rock, TX 78682</p> <p>Mary Collins (P)800-981-3355, ext 513-9344 (F)512-283-8669 northeast_team@dell.com</p> <p>Diane Wigington (P)512-728-4805 (F)512-283-9092 diane_wigington@dell.com www.hp.com/buy/delaware</p>

	www.hp.com/buy/naspovp-pc4	
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5. SHIPPING TERMS

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.

6. PRICING

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

Pricing is available at Delaware eMarketplace:

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

7. 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.

8. 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.

9. 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.

10. 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.

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 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.

13. 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.

14. 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>.

15. 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

Award Notice
 Contract No. GSS15133-COMPUTER

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/sl/tools/default.aspx>.

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
EMC Corporation		143037205
		143026357
		143034411
Hewlett Packard	143007617	
Howard	143022153	

Award Notice
Contract No. GSS15133-COMPUTER

Technology		
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