



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 #11 – adding Microsoft as a vendor**
CONTRACT NO. GSS15133-COMPUTER
Computer Equipment, Peripherals, and Related Services

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OF
KEY CONTRACT INFORMATION

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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

Awarded Vendor	Awarded Vendor Contact	RESELLERS
<p>Hewlett Packard Enterprise Company DBA: Hewlett Packard Enterprise Vendor Contract Number: GSS15133-COMPUTERV-08 FSF: 0000258913</p>	<p>3000 Hanover St. Palo Alto, CA 94304</p> <p>Jonathan Isbell Enterprise Inside Sales Rep (P): 800-277-8988, ext 7717659 Email: jonathan.lou.isbell@hpe.com</p> <p>www.hp.com/buy/delaware</p>	<p>SHI International Corporation CDW Government, LLC MTM Technologies Inc P.C. Supplies Inc HCGI Hartford</p>
<p>Hewlett Packard Company, DBA HP Inc. Vendor Contract Number: GSS15133-COMPUTERV07 FSF: 0000035207</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>Purchase Order Address : Attn: Public Sector Sales 14231 Tandem Blvd Austin, TX 78728 Email: PSorderprocessing@hp.com Fax: 1-800/825-2329</p> <p>Remit To Address : PO. Box 101149 Atlanta, GA 30391-1149</p> <p>www.hp.com/buy/naspovp-pc4</p>	<p>SHI International Corporation CDW Government, LLC MTM Technologies Inc P.C. Supplies Inc HCGI Hartford</p>

Awarded Vendor	Awarded Vendor Contact	RESELLERS
<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: jredfield@bytespeed.com</p> <p>www.bytespeed.com</p>	<p>NO RESELLER</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)</p> <p>www.howardcomputers.com</p>	<p>NO RESELLERS</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</p> <p>http://www.dell.com/learn/us/en/04/slg/wsca-naspo-new-for-review?c=us&l=en&s=bsd</p>	<p>NO RESELLERS</p>

Awarded Vendor	Awarded Vendor Contact	RESELLERS
<p>Apple, Inc. Vendor Contract Number: GSS15133- COMPUTERV04 FSF# 0000035250</p>	<p>Apple, Inc. 11921 Freedom Drive Suite 600 MS 188-RE Reston, VA 20190-5634</p> <p>Avital Elad Phone: 408-974-3402 Fax: 408-974-4908 Email: aelad@apple.com</p> <p>Kathy Klass Phone: 703-264-3429 Fax: 408-974-4908 Email: kklass@apple.com</p> <p>Website: http://www.apple.com/education/shop/contracts/states.de.html</p>	<p>NO RESELLERS</p>
<p>EMC Corporation Vendor Contract Number: GSS15133- COMPUTERV01 FSF# 0000000798</p>	<p>EMC Corporation 2999 Douglas Blvd, #275 Roseville, CA 95661 Pamela Kunhart P (916) 797-7052 M (916) 425-3739 F (888) 580-6069</p> <p>Email: pamela.kunhart@emc.com</p> <p>Website: http://www.emc.com/emcwsca/data-storage/index.htm</p>	<p>ePlus Technology Inc. NWN Corporation</p>
<p>Panasonic Vendor Contract Number: GSS15133- COMPUTERV09 FSF# 0000037671</p>	<p>Panasonic</p> <p>Amy Lee Government Acquisition Business Development Manager- Public Sector & Education Phone: 201-325-1181 Email: Amy.Lee@us.panasonic.com</p> <p>Michelle Chapin Phone: 973-303-7787 Email: Michelle.Chapin@us.panasonic.com</p> <p>http://business.panasonic.com/</p>	<p>Magnum Electronics CDW Government, LLC</p>

Awarded Vendor	Awarded Vendor Contact	RESELLERS
<p>Microsoft Vendor Contract # GSS15133- COMPUTERV05 FSF# 0000035007</p>	<p>Microsoft Store 137 Christiana Mall Newark, DE 19702</p> <p>Todd Minor Phone: 425-421-0494 ext10494 Email: toddmin@microsoft.com</p> <p>Cresta Cavanaugh 310-880-7121 crcavana@microsoft.com</p>	<p>SHI International Corporation</p>

Local Dealer For:	Local Dealer Name/Contact Information
<ul style="list-style-type: none"> • Hewlett Packard Company • DBA: HP Inc. • Hewlett Packard Enterprise 	<p>SHI International Corporation 290 Davidson Avenue Somerset, NJ 08873</p> <p>GSS15133-COMPUTERV24 FSF Vendor ID: 0000016884</p> <p>Matt Markle Phone: 717-578-6077 Phone: (888) 744-4084 Fax: (732) 868-5887 DelawareTeam@shi.com Matthew_Markle@SHI.com www.shi.com</p>

Local Dealer For:	Local Dealer Name/Contact Information
<ul style="list-style-type: none"> • Hewlett Packard Company DBA: HP Inc. • Hewlett Packard Enterprise • Panasonic 	<p>CDW Government, LLC Address: 230 N. Milwaukee Avenue, Vernon Hills, IL 60061</p> <p>GSS15133-COMPUTERV32 FSF ID: 0000022347</p> <p>State and Local Government Contact Name: Brad Smyth Telephone: 855-822-1202 Email: bradsmy@cdwg.com</p> <p>Secondary Contact: David Goodwin Telephone: 1-866-811-4222 Email: daigoo@cdw.com</p> <p>K-12 Education Contact Contact Name: Bill Rose Telephone: 203.851.7093 Toll Free: 866.819.6504 Email: billros@cdw.com</p> <p>Higher Education Contact Contact Name: Ed Voiculescu Telephone: 847.968.9562 Toll Free: 877.259.4215 Email: eddivoi@cdw.com</p> <p>Remit Address: Company Name: CDW Government LLC Attn: Accounts Payable 75 Remittance Drive, Suite 1515 Chicago, IL 60675</p>
<ul style="list-style-type: none"> • Hewlett Packard Company, DBA: HP Inc. • Hewlett Packard Enterprise 	<p>MTM Technologies Inc Address: 1675A South State St., Dover, DE 19901-5148</p> <p>GSS15133-COMPUTERV27 FSF ID: 0000002776</p> <p>Contact Name: Michael Carey Telephone: 302-744-2252 Toll Free: 866-383-2867 Fax : 302-735-3373 Email: mcarey@mtm.com</p> <p>Ordering Address Attn: Michael Carey Remit Address MTM Technologies, Inc. Address: 1200 High Ridge Road, Stamford, CT 06905; Tel: 203-975-3700; Fax: 203-975-3701</p>

Local Dealer For:	Local Dealer Name/Contact Information
<ul style="list-style-type: none"> • Hewlett Packard Company, DBA: HP Inc. • Hewlett Packard Enterprise 	<p>P.C. Supplies Inc 1003 S Chapel St Suite A Newark, DE 19702-1357</p> <p>GSS15133-COMPUTERV28 FSF ID: 0000026031</p> <p>Attn: Scott Martin Email: scott@pcsupplies.com Phone: 302-368-4800 Fax: 302-368-5288</p>
<ul style="list-style-type: none"> • Panasonic 	<p>Magnum Electronics 927 Horsepond Road Dover, DE 19904</p> <p>GSS1533-COMPUTERV33 FSF ID: 0000004196</p> <p>Contact Name(s): Mike Ridenour / Maria Ridenour (Phone): 302-734-9250 (Fax): 302-734-1056 mike.ridenour@magnumelectronics.com marcia.ridenour@magnumelectronics.com</p>
<ul style="list-style-type: none"> • Hewlett Packard Company, DBA: HP Inc. • Hewlett Packard Enterprise 	<p>HCGI Hartford 2400 Sweetbrier Road Wilmington, DE 19810</p> <p>GSS15133-COMPUTERV34 FSF ID:0000140396</p> <p>Contact Name: Carol Huff (P): 800-370-5849 (F): 410-740-8732 chuff@hcgi.com</p> <p>Secondary Contact: Kevin McCabe (P): 302-743-5000 (F): 302-323-8105 kmccabe@hcgi.com</p>

Local Dealer For:	Local Dealer Name/Contact Information
<p>•EMC Corporation</p>	<p>ePlus Technology Inc. 13595 Dulles Technology Dr Heron, VA 20171</p> <p>www.eplus.com</p> <p>GSS15133-COMPUTERV30 FSF ID:0000040210</p> <p>Contact Name: Nick D'Archangelo (P): 610-495-1293 610-495-1208 ndarchangelo@eplus.com</p> <p>Secondary Contact Name: Michele Graeff (p): 610-495-1250 (f): 610-495-1208 (c): 610-495-1250 mgraeff@eplus.com</p>
<p>•EMC Corporation</p>	<p>NWN Corporation 271 Waverley Oaks Road Waltham, MA 02452</p> <p>www.nwnit.com</p> <p>GSS15133-COMPUTERV29 FSFID: 0000039535</p> <p>Contact Name: Scott Pintsopoulos (p) (781) 472-3435 (c) (781) 472-3435 SPintsopoulos@nwnit.com</p> <p>Secondary Contact Name: Mathew S. Niemann (p): (916) 637-2135 (f): (916) 596-4800 (c): (916) 637-2135 MNiemann@nwnit.com</p>

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.

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.

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. 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.

16.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.

17. 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.

18.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/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 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