

AWARD NOTICE

January 31, 2024

ISSUED BY: Amy Miller

Procurement Officer (302) 739-9683

SUBJECT: AWARD NOTICE

DTI240024-COMPUTER

COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES

KEY CONTRACT INFORMATION

1. MASTER AGREEMENT

This Participating Addendum is made with the State of Delaware, Department of Technology and Information (DTI) in conjunction with Minnesota's Master Agreement found here:

https://www.naspovaluepoint.org/portfolio/computer-equipment-peripherals-related-services-2023-2028/

2. MANDATORY USE

REF: Title 29, Chapter 9016E(a) Delaware Code. The Department shall establish statewide technology standards for use in the procurement process. Further, if the Department has entered into a statewide contract for technology services or resources, then that contract is mandatory use for state agencies.

3. CONTRACT PERIOD

Each contract shall expire on June 30, 2025. At the sole discretion of DTI, each Participating Addendum may be extended to include any extensions agreed to, by and between NASPO ValuePoint and the Vendor(s).

4. COVERED BANDS

This contract is divided into three (3) hardware product bands. All products and services offered within each band are defined in Minnesota's Master Agreement.

- Band 1 Personal Computer Devices Windows Operating Systems: Desktop, Laptops, and Tablets
- Band 2 Personal Computer Devices Non-Windows Operating Systems: Desktop, Laptops, and Tablets
- Band 3 Servers and Storage

5. <u>VENDORS</u>

Awarded Vendor	Bands Awarded	Authorized Reseller(s)
Pure Storage, Inc. 2555 Augustine Dr. Suite 260 Santa Clara, CA 95054	3	Pending
Vendor Contract No.: DTI240024-COMPUTERV01		
Contact: Kim Bradbury Phone: 301-717-9968 Email: kim.bradbury@purestorage.com		
Secondary Contact: Katie Lefebvre Phone: 630-863-9428 Email: klefebvre@purestorage.com		
MWBE □ Veteran □ Delaware Vendor □		

Dell Marketing L.P. One Dell Way Round Rock, TX 78682	1, 2, 3	Pending
Vendor Contract No.: DTI240024-COMPUTERV02		
Contact: Cristian Perez, SLED Contract Program Manager Phone: 512-368-7916 Email: <u>Cristian.perez@dell.com</u>		
MWBE □ Veteran □ Delaware Vendor □		

6. AUTHORIZED RESELLERS

<RESERVED>

7. SHIPPING TERMS

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

8. PRICING

Pricing will remain in conjunction with Minnesota's Master Agreement.

9. <u>AGENCY'S RESPONSIBILITIES</u>

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 DTI Procurement Services 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. This form can be requested from and submitted once completed to DTI Procurement@delaware.gov.

10. COPIER AND MULTIFUNCTION PRINTERS

Copier and multi-function equipment (printers/copiers), multi-function products and related maintenance, accessories and supplies are covered under contract GSS24091-COPIER PRI.

Please refer to the contract for instructions on how to use this contract: https://mmp.delaware.gov/Contracts/Details/6459

11. **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 https://www.usac.org/