Delaware Department of Technology and Information

October 27, 2023

Issued By: Amy Miller
Procurement Officer
(302) 739-9683

Subject: **AWARD NOTICE – Addendum #53**
GSS15133-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:

Portfolio Details - NASPO ValuePoint

2. MANDATORY USE CONTRACT

This contract has transitioned to DTI for management from Government Support Services and is Mandatory Use for all state agencies.

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. COVERED BANDS

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.

4. 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.

- Contracts with Apple, Inc., Pure Storage and Panasonic have been extended through March 31, 2018.
- Contracts with Bytespeed, Dell Marketing, L.P, HP Inc., Howard Technology Solutions, Microsoft, DELL EMC Corp., Lenovo have been extended through March 31, 2020.
- In addition, Contracts with Hewlett Packard Enterprise Company, Panasonic, and Pure Storage have been extended through March 31, 2020.
- Contract with Apple, Inc has been extended through March 31, 2019.
- Contract with Apple, Inc has been extended through March 31, 2020.
- Addendum #39 extends the contract with all vendors through July 31, 2021
- Addendum #45 extends the contract with all vendors through July 31, 2022.
- Addendum #49 extends the contract with all vendors through February 28, 2023.
- Addendum #51 extends the contract with all vendors, except Bytespeed, through July 31, 2023.
- Addendum #52 Extends the contract with all vendors through October 31, 2023, and updates Vendor Information.
- **Addendum #53 Extends the contract with all vendors, except Microsoft and Howard Technology Solutions, through January 31,2024.**

5. VENDORS

Awarded Vendor	Bands Awarded	Authorized Reseller
Apple, Inc. 11921 Freedom Drive, Suite 600 MS 188-RE Reston, VA 20190-5634 Secondary Address: 1 Infinite Loop Cupertino, CA 95014 Vendor Contract No.: GSS15133-COMPUTERV04 Contact: Christy Spielberger Phone: (800) 800-2775 Email: spielberger@apple.com Secondary Contact: Phil Chong Phone: (800) 800-2775 Email: philipchong@apple.com Education K12 and Higher Ed: Phone: 1 (800) 800-2775 Fax: 1 (800) 590-0325 State and Local Govt: Phone: 1 (800) 793-9378 Fax: 1 (855)38-0486 MWBE ☐ Veteran ☐ Delaware Vendor ☐	1, 2, 3	Vendor Direct, no resellers

Dell EMC 176 South St. Hopkinton, MA 01748 Vendor Contract No.: GSS15133-COMPUTERV01 Contact: Carlos Ward Phone: (302) 373-8842 Email: carlos_ward@dell.com Secondary Contact: Cristian Perez Phone: (512)723-4262 Email: Cristian.perez@dell.com MWBE ☐ Veteran ☐ Delaware Vendor X	5	CDW-G Carousel Industries of North America, LLC SHI International Corp. IP Datasystems Applied Technology Services MJM Systems, Inc. Core BTS
Dell Marketing, L.P. One Dell Way Mail Stop 8708 Round Rock, TX 78682 Vendor Contract No.: GSS15133-COMPUTERV03 Contact: Carlos Ward Phone: (302) 373-8842 Email: carlos_ward@dell.com Secondary Contact: Cristian Perez Phone: (512) 723-4262 Email: Cristian.perez@dell.com MWBE ☐ Veteran ☐ Delaware Vendor X	1,2,3,4,5	CAS Severn Candoris Technologies IP DataSystems Core BTS
Hewlett Packard Company /dba/ HP, Inc. 1501 Page Mill Road Palo Alto, CA 94304 Vendor Contract No.: GSS15133-COMPUTERV07 Contact: Debra Lee Phone: (847) 537-0344 Email: Debra.lee@hp.com MWBE ☐ Veteran ☐ Delaware Vendor X	1,2,3	SHI International Corp. CDW Government, LLC MTM Technologies Inc P.C. Supplies Inc HCGI Hartford GovConnection

Hewlett Packard Enterprise Company 3000 Hanover St. Palo Alto, CA 94304 Vendor Contract No.: GSS15133-COMPUTERV08 Contact: Lauren Weaber Phone: (972) 895-9457 Email: lauren.weaber@hpe.com Secondary Contact: Joseph Mack Phone: (512) 319-0044 Email: jmack@hpe.com MWBE ☐ Veteran ☐ Delaware Vendor ☐	4,5	SHI International Corp. CDW Government, LLC MTM Technologies Inc. HCGI Hartford
~~Howard Technology Solutions~~ ~~36 Howard Dr, P.O. Box 1590~~ ~~Laurel, MS 39441~~ ~~Vendor Contract No.: GSS15133-COMPUTERV06~~ ~~Contact: Brandey Boyd~~ ~~Phone: (601) 399-5831~~ ~~Email: BBOYD@HOWARD.COM~~ ~~MWBE ☐ Veteran ☐ Delaware Vendor ☐~~	~~1,2,3,4,5~~	~~Vendor Direct, No Resellers~~
Lenovo (United States), Inc. 8001 Development Drive Morrisville, NC 27560 Vendor Contract No.: GSS15133-COMPUTERV25 Contact: Shon Weldon Phone: (215)-589-5399 Email: sweldon@lenovo.com Secondary Contact: Coco Peterson Phone: (512) 796-6956 Email: cpeterson1@lenovo.com MWBE ☐ Veteran ☐ Delaware Vendor ☐	1,2,3,4,5	SHI International Corp.

~~Microsoft Corporation~~ ~~One Microsoft Way~~ ~~Redmond, WA 98052~~ ~~Vendor Contract No.: GSS15133-COMPUTERV05~~ ~~Contact: Diana Garcia~~ ~~Phone: (813) 309-3350~~ ~~Email: Dianag@derflan.com~~ ~~Secondary Contact: Daniel Roberts~~ ~~Phone: (216) 544-9988~~ ~~Email: Daniel.Roberts@microsoft.com~~ ~~MWBE ☐ Veteran ☐ Delaware Vendor X~~	~~2,3~~	~~SHI International Corp.~~ ~~Microsoft Store~~ ~~(not corporate office direct)~~
NetApp, Inc. 3060 Olsen Drive San Jose, CA 95128 Vendor Contract No.: GSS15133-COMPUTERV37 Contact: Harry Franks Phone: (703) 918-7317 Email: harry.franks@netapp.com Secondary Contact: Brad Smyth Phone: (203) 969-4665 Secondary Phone: (203) 969-4665 Email: brad.smyth@netapp.com MWBE ☐ Veteran ☐ Delaware Vendor X	5	CAS Severn, Inc. Computer Design & Integration LLC

Panasonic Connect North America, Division of Panasonic Corporation of North America 2 Riverfront Plaza, 9th Floor Newark, NJ 07102 Vendor Contract No.: GSS15133-COMPUTERV09 Contact: Solomon Surles III Phone: (775) 895-2401 Email: Solomon.surlesIII@us.panasonic.com Secondary Contact: Sandra Mondesir-Wyche Phone: (201) 271-3226 Email: Sandra.Mondesir@us.panasonic.com Additional Email: contracts@us.panasonic.com MWBE ☐ Veteran ☐ Delaware Vendor X	2,3	Magnum Electronics CDW Government, LLC GovDirect, Inc. Insight Public Sector
Pure Storage 650 Castro Street, Suite 400 Mountain View, CA 94041 Vendor Contract No.: GSS15133 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 X	5	SHI International Corp. MTM Technologies Inc. ePlus Technology Inc. CDW Government, LLC

6. LOCAL DEALERS

Dealer	For	Bands
Applied Technology Services 11615 Crossroads Circle, Suite J Middle River, MD 21220 Vendor Contract No.: GSS15133-COMPUTERV35 Contact: Danielle Burnett Phone: (410) 344-1256 Email: danielleb@appliedtechnology.com Secondary Contact: Bob Marchese Phone: (410) 344-1256 Email: bobm@appliedtrchnologyservices.com	Dell EMC	5
Computer Design & Integration, LLC 696 US Highway 46 Teterboro, NJ 07608 Vendor Contract No.: GSS15133-COMPUTERV39 Contact: Andy Toth Phone: (610) 844- 0721 Email: andy.toth@cdillc.com Secondary Contact: Megan Ball Phone: (717) 929-8586 Email: megan.ball@cdillc.com	NetApp, Inc.	5
CAS Severn, Inc. 7201 Chevy Chase Drive Laurel, MD 20707 Vendor Contract No.: GSS15133-COMPUTERV38 Contact: Rob McMahon Phone: (443) 695-4262 Email: rmcmahon@cassevern.com	Dell Marketing, L.P. NetApp, Inc	1,2,3,4,5 5

CDW Government, LLC 230 N. Milwaukee Avenue Vernon Hills, IL 60061 Vendor Contract No.: GSS15133-COMPUTERV32 Contact: Tahunnus Chaudhry Phone: (703) 262-8099 Email: tahucha@cdwg.com Secondary Contact: David Goodwin Phone: (866) 811-4222 Email: daigoo@cdw.com Secondary Contact: Bill Rose Phone: (866) 819-6504 Secondary Phone: (203) 851-7093 Email: billros@cdw.com Secondary Contact: Ed Voiculescou Phone: (877) 259-4215 Secondary Phone: 847-968-9562 Email: eddivoi@cdw.com	Dell EMC Hewlett Packard Company /dba/ HP Hewlett Packard Enterprise Panasonic Pure Storage	5 1,2,3 4,5 2,3 5
ePlus Technology, Inc. 13595 Dulles Technology Dr. Herndon, VA 20171 Vendor Contract No.: GSS15133-COMPUTERV30 Contact: Nick D'Archangelo Phone: (610) 495-1293 Email: ndarchangelo@eplus.com Secondary Contact: Michele Graeff Phone: (610) 495-1250 Email: mgraeff@eplus.com	Pure Storage	5

GovConnection Connection Public Sector Solutions 732 Milford Road Merrimack, NH 03054-4633 Vendor Contract No.: COMMN GSS15133-COMPUTERV3 Contact: Robert (Bobby) W. Renshaw Phone: (800) 800-0019 Ext. 34314 Email: robert.renshaw@connection.com	Hewlett Packard Company /dba/ HP	1,2,3
GovDirect, Inc. 601 Cleveland Street, Suite 415 Clearwater, FL 33755 Vendor Contract No.: GSS15133-COMPUTERV19 Contact: Danielle Zoz Phone: (727) 754-2699 Email: dzoz@govdirect.com Secondary Contact: Jeff Blair Phone: 402-323-4819 Email: jblair@govdirect.com	Panasonic	2,3
HCGI Hartford 2400 Sweetbrier Road Wilmington, DE 19810 Vendor Contract No.: GSS15133-COMPUTERV34 Contact: Carol Huff Phone: (410) 202-8042 EXT 106 Email: chuff@hcgi.com Secondary Contact Josie Larkin Phone (410) 202-8042 EXT 113 Email: jlarkin@hcgi.com	Hewlett Packard Company /dba/ HP Hewlett Packard Enterprise	1,2,3 4,5 2,3

Insight Public Sector 6820 S. Harl Ave. Tempe, AZ 85283 Vendor Contract No.: GSS15133-COMPUTERV12 Contact: Pam Potter Phone: (630) 924-6810 Email: pam.potter@insight.com Secondary Contact: Amy Tshopp Phone: (630) 924-6820 Email: amy.tschopp@insight.com	Panasonic	2,3
IP Datasystems 6021 University Blvd, Suite 420 Ellicott City, MD 20143 Vendor Contract No.: GSS15133-COMPUTERV36 Contact: Frank DeMarco Phone: (302) 632-3533 Secondary Phone: (443) 306-6772 Email: frank.demarco@ipds.com Secondary Contact: John Dipietro Phone: (410) 458-0444 Secondary Phone: (410) 458-0444 Email: john.dipietro@ipds.com	Dell EMC Dell Marketing LP	5 1,2,3,4,5
Magnum Electronics 927 Horsepond Road Dover, DE 19904 Vendor Contract No.: GSS15133-COMPUTERV33 Contact: Mike or Maria Ridenour Phone: (302) 734-9250 Email: mike.ridenour@manumelectronics.com	Panasonic	2,3

~~Microsoft Store~~ ~~137 Christiana Mall~~ ~~Newark, DE 19702~~ ~~Vendor Contract No.: GSS15133-COMPUTERV05~~ ~~Contact: Eric Bentley~~ ~~Phone: (302) 669-0200~~ ~~Email: eric.bentley@microsoft.com~~	~~Microsoft~~	~~2,3~~
MJM Systems, Inc. 285 Davidson Ave., Suite 202 Somerset, NJ 08873 Vendor Contract No.: GSS15133-COMPUTERV40 Contact: Karen Melillo Phone: (732) 563-8441 Email: karen@mjmsystems.com	Dell EMC	5
MTM Technologies, Inc. 200 High Ridge Road Stamford, CT 06905 Vendor Contract No.: GSS15133-COMPUTERV27 Contact: Michael Carey Phone: (302) 744-2252 Email: mcarey@mtm.com	Hewlett Packard Company /dba/ HP Hewlett Packard Enterprise Pure Storage	1,2,3 4,5 5
Carousel Industries of North America, LLC 659 South County Trail Exeter, RI 02822 Vendor Contract No.: GSS15133-COMPUTERV29 Contact: Chris Betz Phone: (201) 738-3976 Email: Cbetz@nwncarousel.com Secondary Contact: Ronald Fralick Phone: (315) 362-3125 Email: Rfralick@nwncarousel.com	Dell EMC	5

P.C. Supplies, Inc. 1003 S Chapel Street, Suite A Newark, DE 19702 Vendor Contract No.: GSS15133-COMPUTERV28 Contact: Scott Martin Phone: (302) 368-4800 Email: scott@pcsupplies.com	Hewlett Packard Company /dba/ HP	1,2,3 1,2,3,4,5
SHI International Corp 290 Davidson Avenue Somerset, NJ 08873 Vendor Contract No.: GSS15133-COMPUTERV24 Contact: John Minnella Phone: (908) 421-2498 Email: john_minnella@shi.com Secondary Contact: Dominick Fama Phone: (732) 991-5646 Email: Dominick_fama@shi.com	Dell EMC Hewlett Packard Company /dba/ HP Hewlett Packard Enterprise Lenovo ~~Microsoft~~ Pure Storage	5 1,2,3 4,5 1,2,3,4,5 ~~2,3~~ 5
Core BTS, Inc. 5875 Castle Creek Parkway North Dr Suite 320 Indianapolis, IN 46250 Vendor Contract No: GSS15133-COMPTERV41 Contact: John Cook Phone: (608) 661-7760 Email: john.cook@corebts.com Secondary Contact: Tony DeFeciani Phone: (518) 831-8910 Email: tony.defeciani@corebts.com	Dell Marketing, L.P. Dell EMC	1,2,3,4,5

7. Addendum History

- Addendum 1 - Adds Dell Marking, 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 HGCI 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.
- Addendum 44 – Updates Website.
- Addendum 45 - Extends the contract through July 31, 2022.
- Addendum 46 – Updates IP DataSystems Information.

- Addendum 47 – Adds NetApp, Inc. to the contract.
- Addendum 48 - Updates Candoris Technologies Information
- Addendum 49 extends the contract with all vendors through February 28, 2023, adds MJM Systems, Inc as a Reseller for Dell EMC, and Panasonic Name Change to Panasonic Connect North America, Division of Panasonic Corporation of North America and contact information updated.
- Addendum 50 – Updated contact information for Apple.
- Addendum 51 - Extends the contract through July 31, 2023. Removes Bytespeed. Updates vendors contact information.
- Addendum #52 Extends the contract with all vendors through October 31, 2023, and updates Vendor Information.
- **Addendum #53 Extends the contract with all vendors, except Microsoft and Howard Technology Solutions, through January 31,2024.**

8. 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.

9. PRICING

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

10. 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.

11. 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.

12. 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 Department of Technology & Information to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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. This form can be requested from and submitted once completed to DTI_Procurement@delaware.gov.

19. 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.

20. 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.

21. 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.

22. 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/

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