



Delaware Department of Technology and Information

February 21, 2023

Issued By: Amy Miller
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Subject: **AWARD NOTICE – Addendum #51 Extends the contract through July 31, 2023. Removes Bytespeed. Updates vendors contact information. GSS15133-COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES**

KEY CONTRACT INFORMATION

1. 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.

2. 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. Award Notice – Addendum #45 3
- **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

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.

- 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.**

4. VENDORS

Awarded Vendor	Bands Awarded	Authorized Reseller
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	5	SHI International Corp. MTM Technologies Inc. ePlus Technology Inc. CDW Government, LLC

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 for some vendors can be found at Delaware eMarketplace:

<https://solutions.sciquest.com/apps/Router/Login?OrgName=StateofDelaware&tms tmp=14428671 90967>

ADDITIONAL TERMS AND CONDITIONS

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.
<https://mymarketplace.delaware.gov/documents/car.pdf>

16. 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.

17. 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.

18. 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.

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- h. Notice of any delivery problems is required. The confirmation must be made to the ordering agency as stated in the purchase order.