

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

NOVEMBER 10, 2009

NOTICE OF CONTRACT
WSCA PARTICIPATION

COMMODITY: COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES
(MANUFACTURER DIRECT)

CONTRACT #: STATE OF NH # 8000349 WSCA # B27160

This Contract Number MUST be shown on all Purchase Orders issued against this Agreement.

CONTRACTOR: DELL COMPUTER / SLG VENDOR # 177823
PO BOX 149254
AUSTIN, TX 78714-9254

CONTACT PERSON: CONTACT FOR QUOTES/PO'S ETC.
RYAN CARGILL (800)-981-3355 EXT. 7246759
ryan_cargill@Dell.com FAX (512)-283-8209

WSCA CONTRACT PERIOD: PRESENT THROUGH AUGUST 31, 2012 WITH POSSIBLE EXTENSIONS
THROUGH 2014

NIGP CODE: 204-0000

TERMS: NET 30 DAYS

DELIVERY TIME: SEE "DELIVERY" BELOW

ORDERING: SEE ATTACHED PAGES FOR COMPLETE ORDERING
AND DELIVERY INFORMATION

FOR FURTHER INFORMATION CONTACT:
BOB LAWSON @ BUREAU OF PURCHASE & PROPERTY @ bob.lawson@nh.gov
TEL: 271-3147 FAX 271-2700

SCOPE

To provide personal computer systems (PCs), notebook computers, networking products, servers printers, other peripherals and optional first-year on-site maintenance and warranty for all products to all departments and agencies of the State of New Hampshire.

The prices offered and the terms and conditions of this contract will be extended to non-profit organizations, counties, cities, towns school districts, special districts or precincts, governmental sub-divisions, and the College and University council as provided by RSA 21-1: 17.

PRICING

Agencies are to contact vendor for price lists and/or quotations and delivery times. Agencies may also e-mail specifications to Purchase and Property to forward to Dell for quotations.

ORDERING PROCEDURE

For orders over \$500 a Requisition must be submitted to the Bureau of Purchase & Property. Any order over \$250 must have an OIT approval number.

Agencies may place orders with a total value of \$500.00 or less by issuing a Field Purchase Order (P-8) directly to the vendor. No agency shall use consecutive Field Purchase Orders to split orders, which total more than \$500.

Political sub-divisions and authorized non-profit organizations shall utilize their own individually established ordering procedures

SUBSTITUTIONS

If the product is discontinued by the manufacturer before delivery of an order, automatic substitutions must not be made. The Bureau of Purchase and Property must issue a Change Order before a substitution may be made.

PURCHASE OUTSIDE OF CONTRACT

The State reserves the right to purchase computer products outside of the contract where it is deemed appropriate by the Bureau of Purchase and Property.

DELIVERY - The successful Vendor will be responsible for delivery of the ordered equipment, within 20 Business days of receipt of a Purchase Order, in its entirety and in proper working condition to the destination specified on the purchase order. If the seller cannot fulfill the order within this time in its entirety, the seller must immediately inform the purchasing agency of this with a revised delivery date. The purchasing agency then has the option of canceling the order or granting the seller a waiver, through a change order issued by the Bureau of Purchase and Property.

Material received damaged or “Dead on Arrival” shall be replaced within four business days of notification by the Agency. If this is not possible, the State reserves the right to cancel the order or may require loaner of at least equal functionality or repair of the equipment according to the service level on the invoice until delivery can be made.

Shipments must be properly packaged/tied; etc. to meet accepted commercial standards without extra charge to the State of New Hampshire.

RETURNS - Return authorizations and credits shall be provided without a restocking fee or other penalty for all items, unless noted on the original quote provided by the Vendor and agreed to by the purchasing agency, for up to 30 days from receipt of shipment. All return shipping charges shall be the responsibility of the Vendor

INVOICING - Invoicing shall be done at the time order ships. Invoices shall clearly indicate the PO#, quantity, description, date of delivery, as well as the net price to the State of New Hampshire. The invoice may reflect any additional discount offered by the Vendor (i.e., earlier payment, quantity/case lot discount).

PAYMENTS - Terms are NET 30 days from the date of invoice. In the event an order is shipped incomplete (partial), the Purchasing Entity shall pay for each shipment as invoiced by the Contractor unless the Purchasing Entity has clearly specified “No Partial Shipments” on each Purchase Order. In any instance, payment shall not be reasonably withheld.

The Master Price Agreement Number MUST be shown on all Purchase Orders issued against this Agreement. B27160