

MA 18P 2108160000000000010
NEW

State of Maine



Master Agreement

Effective Date: 08/16/21

Expiration Date: 01/31/28

Master Agreement Description: Computer Equipment, Peripherals, and Related Services

Buyer Information

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

Issuer Information

Joan Bolduc 207-624-9904 ext. JOAN.BOLDUC@MAINE.GOV

Requestor Information

Thomas Howker 207-624-8878 ext. Thomas.n.howker@maine.gov

Agreement Reporting Categories

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VS0000019711

Vendor Name

Hewlett Packard Enterprise Company

Alias/DBA

Vendor Address Information

11445 Compaq Center west drive

Houston, TX 77070

US

Vendor Contact Information

PUBLIC SECTOR SALES
888-202-4628 ext.
US.PSORDERS@HPE.COM

Commodity Information

Vendor Line #: 1

Vendor Name: Hewlett Packard Enterprise Company

Commodity Line #: 1

Commodity Code: 20600

Commodity Description: Computer Equipment, Peripherals, and Related Services

Commodity Specifications:

Commodity Extended Description: Subject to contract ITC73.

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
Contract Amount	Service Start Date	Service End Date
0.00	08/16/21	01/31/28
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Commodity Terms and Conditions

Vendor Line #: 1

Commodity Line #: 1

T&C #: 165

T&C Name: Payment Terms

T&C Details: Net 30

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract.
The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
Jaime Schorr 8/16/2021
6D6437754DD0459

Signature Date

Jaime C. Schorr, Chief Procurement Officer

Vendor

DocuSigned by:
Mary Reuss 8/17/2021
C8DCEFD004C64FE...

Signature Date

Mary Reuss Contract Negotiator

Print Representative Name and Title

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Bid Cover Page and Debarment Form
<input checked="" type="checkbox"/>	Debarment, Performance, and Non-Collusion Certification
<input checked="" type="checkbox"/>	Price sheet (attach excel spreadsheet to post on website)
<input type="checkbox"/>	Other – Included at Department's Discretion

RIDER A
Scope of Work and/or Specifications

This master agreement is for computer equipment, peripherals, and related services, per the specifications attached and hereby incorporated into this contract. This agreement and all delivery orders are subject to the terms and conditions of contract ITC73 for IT hardware and services.

RIDER C
EXCEPTIONS

NA

Debarment, Performance, and Non-Collusion Certification

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
 - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- Failure to provide this certification may result in the disqualification of the Bidder’s proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: Mary Reuss	Title: contract Negotiator
Authorized Signature:  <small>C6DEFFD991C64FE...</small>	Date: 8/17/2021

PARTICIPATING ADDENDUM

STATE OF MAINE AND INFORMATION TECHNOLOGY HARDWARE AND SERVICES ITC73 2021-2028

Master Agreement #: 18P – 2108160000000000010

Contractor: **HEWLETT PACKARD ENTERPRISE**

Participating Entity: **STATE OF MAINE**

The State of Maine is participating in the Commonwealth of Massachusetts Information Technology Hardware and Services ITC73 contract. All contract deliverables, performance requirements, policies, terms and conditions between the Contractor and Commonwealth apply for the State of Maine unless modified here. This Master Agreement between the State of Maine and Contractor shall have precedence.

The following products or services are included in this contract portfolio:

- Category 2: Storage Solutions and Servers and Related Services

The following products or services are not included in this agreement:

- No other products other than what is specified above

Master Agreement Terms and Conditions:

1. Scope: This addendum covers Information Technology Hardware and Services ITC73 lead by the Commonwealth of Massachusetts for use by state agencies and other entities located in the Participating State of Maine authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Maine. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Software/Subscription Purchase, Support and Associated Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the ITC73 Master Agreement for Software and Services by state executive branch agencies are subject to the authority and prior approval of the State of Maine Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the Maine state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.
4. Term: August 15, 2021 – January 31, 2028.
5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

PARTICIPATING ADDENDUM**STATE OF MAINE AND INFORMATION TECHNOLOGY HARDWARE AND SERVICES ITC73 2021-2028**Contractor: Hewlett Packard Enterprise

Name:	Erin Tank
Address:	6280 America Center Drive, San Jose, CA 95002
Telephone:	512-319-2976
Fax:	N/A
Email:	Erin.Tank@hpe.com

Participating Entity: State of Maine

Name:	Justin Franzose
Address:	9 State House Station, Augusta ME 04333-0009
Telephone:	207-624-7337
Fax:	Na
Email:	Justin.Franzose@maine.gov

6. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

- I. EQUAL EMPLOYMENT OPPORTUNITY During the performance of this contract, the Contractor agrees as follows.
 - A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during their employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
 - C. The Contractor will send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency,

PARTICIPATING ADDENDUM

STATE OF MAINE AND INFORMATION TECHNOLOGY HARDWARE AND SERVICES ITC73 2021-2028

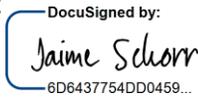
advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.

- D. The Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.
 - E. Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.
- II. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.
- III. **STATE HELD HARMLESS** The contractor shall release, protect, indemnify and hold the Commonwealth of Massachusetts and the State of Maine and their officers, agencies, and employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees, for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.
- IV. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement. This does not relieve the State or an entity from obligation to pay for products shipped and/or services performed for which funds have been appropriated.
- V. **ORDERS:** Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.
- VI. **TRAVEL:** Standard Business Expenses may be allowed with prior authorization from an Eligible Entity. For Maine, the amount will not be more than that allowed for State of Maine employees (<http://www.maine.gov/osc/travel/per-diem>).
- VII. **Credit/Procurement Card:** The state of Maine may use credit/debit cards, at its choice, for purchases of \$5,000 or under. The same quoted price must be charged for a credit/debit card purchase as a purchase executed through a Purchase Order or Delivery Order (regardless of payment method). No surcharge for credit or debit card purchases is allowed.

PARTICIPATING ADDENDUM

STATE OF MAINE AND INFORMATION TECHNOLOGY HARDWARE AND SERVICES ITC73 2021-2028

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Maine	Contractor: Hewlett Packard Enterprise
Signature:  DocuSigned by: Jaime Schorr 6D6437754DD0459...	Signature:  DocuSigned by: Mary Reuss C6DEFFD991C64FE...
Name: Jaime Schorr	Name: Mary A. Reuss
Title: Chief Procurement Officer	Title: Contract Negotiator
Date: 8/16/2021	Date: 8/17/2021

State of Maine Chief Information Officer
Signature:  DocuSigned by: Frederick Brittain 052B9AC7F56A489...
Name: Frederick Brittain
Title: Chief Information Officer
Date: 8/16/2021



Contract User Guide for ITC73

ITC73 - IT Hardware and Services

UPDATED: March 15, 2021

Contract #:	ITC73
MMARS MA #:	ITC73*
Initial Contract Term:	February 1, 2021 – January 31, 2028
Maximum End Date:	No extension, maximum end date January 31, 2028
Current Contract Term:	February 1, 2021 – January 31, 2028
Contract Manager:	Sara Siddall – 617-720-3168- sara.siddall@mass.gov
This Contract Contains:	Environmentally Preferable Products, Prompt Pay Discount
UNSPSC Codes:	43-21-15 – Computers 43-21-00 – Computer Equipment and Accessories

*The asterisk is required when referencing the contract in the Massachusetts Management Accounting Reporting System (MMARS).

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Contract User Guide for ITC73

TIP: To return to the first page throughout this document, use the CTL + Home command.

Contract Summary

This is a Statewide Contract for IT Hardware and Services. This contract covers the acquisition of Information Technology hardware, project management, integration, maintenance, and other related services. This contract replaces ITC47 - IT Hardware and Services.

Contract Categories

This contract includes four (4) categories of products and services as listed below.

- Category 1: Desktops, Laptops, Chromebooks, and Tablets
- Category 2: Storage Solutions and Servers
- Category 3: Resellers and Services
- Category 4: Rugged Mobile Devices and Services

Benefits and Cost Savings

Statewide contracts are an easy way to obtain benefits for your organization by leveraging the Commonwealth's buying power, solicitation process, contracting expertise, vendor management and oversight, and the availability of environmentally preferable products.

Find Bid/Contract Documents

- To find all contract-specific documents, including the Contract User Guide, RFR, specifications, and other attachments, visit COMMBUYS.com and search for ITC73 to find related Master Blanket Purchase Order (MBPO's) information. All common contract documents are located on the Master Blanket Purchase Order (MBPO) for ITC73 and can be accessed directly by visiting PO-21-1080-OSD03-SRC01-21105.
- To find vendor-specific documents, including price sheets, see links to individual vendor MBPOs on the [Vendor Information](#) page.
- E-Rate Form 470 is located on the Master Record Master Blanket Purchase Order.

Who Can Use This Contract

Applicable Procurement Law

Executive Branch Goods and Services: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00;
Construction Materials and Services: G.L. c. 149, s. 44A; G.L. c. 30, § 39M.

Eligible Entities

Please see the standard list of Eligible Entities on our [Who Can Use Statewide Contracts](#) webpage. Including State of Maine, and the State of Iowa.

Subcontractors

The awarded vendor's use of subcontractors is subject to the provisions of the Commonwealth's Terms and Conditions

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and Standard Contract Form, as well as other applicable terms of this Statewide Contract.

Construction Requirements

Purchasers must ensure that **any** services involving construction are limited to \$50,000 or less.

Purchasing entities are responsible for compliance with applicable construction law requirements. Information concerning specific M.G.L. c. 149 and c. 30 construction requirements may be found in the Office of the Inspector General's Public Procurement Charts at: <https://www.mass.gov/download-oig-public-purchasing-and-public-construction-manuals>. It is the responsibility of the Eligible Entity to determine whether installation work includes construction as defined by M.G.L. c.149 or M.G.L. c.30, §39M. Chapter 30B Procurement Assistance from the Office of the Inspector General is available at [mass.gov/ig/procurement-assistance](https://www.mass.gov/ig/procurement-assistance). Access the 30B Hotline at 617-722-8838 or email them at: 30BHotline@massmail.state.ma.us.

Questions about public construction bidding should be directed to Deborah Anderson, Counsel II for the Attorney General's Office, at 617-963-2371. Visit the Attorney General's [web page](#) to learn more about Public Bidding Laws.

See [Quotes Including Construction Services Requirements](#) below for information on quoting these types of projects.

Pricing, Quote and Purchase Options

Purchase Options

The purchase options identified below are the only acceptable options that may be used on this contract:

- Purchases made through this contract will be direct, outright purchases
- This is a fee for service contract

Pricing Options

- **Discount off of Manufacturers Suggested Retail Price (MSRP):** Contract pricing is a specified discount off of the MSRP catalog price. Some vendors have additional discounts for volume and education.
- **Discount off of the Vendor Catalog Price:** Contract pricing is a specified discount off of the vendor catalog price. Some vendors have additional discounts for volume and education.
- **Fixed Rate pricing:** Contract pricing has set pricing for services listed in price files.

Product/Service Pricing and Finding Vendor Price Files

Product pricing may be found by on each individual Master Blanket Purchase Order. Contract Information can be found on the Master Record, PO-21-1080-OSD03-SRC01-21105.

Setting Up a COMMBUYS Account

COMMBUYS is the Commonwealth's electronic Market Center supporting online commerce between government purchasers and businesses. If you do not have one already, contact the OSD Help Desk to set up a COMMBUYS buyer account for your organization: (888)-627-8283 or OSDhelpdesk@mass.gov.

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When contacting a vendor on statewide contract, always reference ITC73 to receive contract pricing.

Quick Search in COMMBUYS

Log into COMMBUYS, and use the Search box on the COMMBUYS header bar to locate items described on the MBPO or within the vendor catalog line items. Select Contract/Blanket or Catalog from the drop-down menu.

How To Purchase From The Contract

- **Select items from a PunchOut catalog and purchase through COMMBUYS**

PunchOut catalogs offer the convenience of selecting Statewide Contract products from a vendor's e-commerce website. The PunchOut or Government to Business (G2B) catalogs are available via COMMBUYS only (login to COMMBUYS and select the settings option in the upper right hand corner [] and choose the G2B PunchOut option). Once a vendor is selected in COMMBUYS, you are taken to the vendor's e-commerce site. After shopping is complete on the vendor's e-commerce site, selected items are pulled back into COMMBUYS, summarized on a COMMBUYS release Requisition, and are ready to submit for approval. Once approved, it is released to the vendor for processing and fulfillment.

For a description of how to complete this purchase in COMMBUYS, visit the [Job Aids for Buyers](#) webpage and select either:

- The *Quick Reference Guide (QRG)* section and choose the *QRG – Buyer PunchOut Ordering* job aid
- The *COMMBUYS Purchase Orders* section and choose the *How to Purchase from a G2B PunchOut* job aid.

- **Solicit quotes and select and purchase quoted item in COMMBUYS**

This COMMBUYS functionality provides a mechanism to easily obtain quotes, as specified by the Contract. The buyer would create a Release Requisition, and then convert it to a Bid. After approval by the buyer approving officer, the bid is then sent to selected vendors to request quotes. Buyers must include "ITC73 RFQ" when entering information in the Description field.

For a description of how to complete this purchase in COMMBUYS, visit the [Job Aids for Buyers](#) webpage, and select:

- The *COMMBUYS Purchase Orders* section, and choose the *How to Create a Solicitation Enabled Bid Using a Release Requisition* job aid or one of the quick reference guides.

- **Directly purchase a non-fixed price item (\$0 line item) through COMMBUYS**

This may be done if you do not need to solicit a quote, for example, for maintenance or repair projects where it is important to have the vendor who installed the system perform the services.

For a full description of how to complete a requisition in COMMBUYS visit the Job Aids for Buyers webpage, select the COMMBUYS Purchase Orders section, and download the How to Create a Requisition and Purchase Order (Contract Purchase) job aid. The following instructions customize that Job Aid. (Note: These instructions are not complete; they must be used in conjunction with the Job Aid.)

For a description of how to complete this purchase in COMMBUYS, visit the [Job Aids for Buyers](#) webpage, and select:

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➤ The COMMBUYS Requisitions section, and choose the *How to Create an RPA Release Requisition* job aid.

- **How to Purchase from Designated Resellers**

Some OEM's have a Designated Reseller, who is not awarded a contract, but are allowed to sell for that OEM directly, receiving quotes, invoicing and receiving payments directly. These resellers are set up as a distributor under the OEM's Master Blanket Purchase Order, the below steps are how to complete these purchases in COMMBUYS.

- Create New Requisition
- Fill out General tab as you would normally
- Search for Item
- Select Item from the MBPO , i.e. MBPO PO-21-1080-OSD03-SCR04-xxxxx line 2
- Fill in Item information, i.e. qty price description
- Save and continue to Vendor subtab under Items
- Click on Change Vendor
- Pop up window will give you options of available vendors. This will be the OEM and their designated reseller.
- Select the designated reseller as the vendor
- Click on vendor tab next, you will see the new vendor listed.
- Continue with the requisition filling in the address, attachments etc tabs.
- Click on the summary tab and review all information
- Once information is reviewed and correct, submit for approval.
- The process for the rest of the requisition will be the same as a normal requisition.

Obtaining Quotes

Contract users should always reference "ITC73" when contacting vendors to ensure they are receiving contract pricing. Quotes, not including construction services, should be awarded based on best value. Eligible Entities are encouraged but not required to obtain competitive quotes from multiple awarded contractors. If your purchase is over \$50,000, it is highly recommended that quotes be requested.

For a full description of how to complete a quote in COMMBUYS visit the [Job Aids for Buyers](#) webpage, and select:

- The *COMMBUYS Purchase Orders* section, and choose the *How to Create a Solicitation Enabled Bid Using a Release Requisition* job aid.

Quotes Including Construction Services

Please note specific requirements that apply for quoting construction services, depending upon the scope of your bid:

- Where the construction services are less than \$10,000: Select a vendor based on sound business practices, consistent with your entity's procurement policies and procedures.
- For construction services valued from \$10,000-\$50,000: Must solicit a minimum of three quotes and receive two written responses; award to lowest responsible bidder.

Labor Rate

Individual Company labor rates will be posted to COMMBUYS.

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Prevailing Wage Requirements

The buyer has a legal obligation to request a prevailing wage schedule from the Department of Labor Standards (DLS) at www.mass.gov/dols. Questions regarding the Prevailing Wage Law may be answered by accessing the DLS website or by calling the DLS Prevailing Wage Program at (617) 626-6953. For this contact, the following prevailing wage categories include:

If prevailing wage is required, make sure to include this information in your quotes or bids so vendors know to include prevailing wage.

Instructions for MMARS Users

MMARS users must reference the MA number in the proper field in MMARS when placing orders with any contractor.

Environmentally Preferable Products (EPP)

- In 2009, Executive Order [515](#), establishing an Environmental Purchasing Policy for Executive Departments, was signed. View the Environmentally Preferable Products (EPPs) Procurement Program General Information, Requirements and Guidance for detailed information about the program at <https://www.mass.gov/doc/epp-general-information-requirements-and-guidance/download>.
- A number of environmental product or service specifications have been designated as either mandatory or desirable for the Product/Service category by the EPP Program through EO 515 and can be viewed in the Minimum Environmentally Preferable Products and Services Specifications Guide at <https://www.mass.gov/doc/environmentally-preferable-products-and-services-guide/download>. All statewide and executive department contracts are required to use these standards, unless otherwise noted in the RFR.
- Environmental benefit claims concerning products or services must be consistent with the [Federal Trade Commissions' Guides for the Use of Environmental Marketing Terms](#). Product environmental claims are to include the industry standard the product meets and certifier. Vendors must agree to offer and clearly label products with sustainability certifications and attributes, when available, within specific product categories. Documentation of the certification claimed by the vendor must be supplied upon request if it is not publicly available for verification (on either the vendor's or certifier's website).

Contract Exclusions and Related Statewide Contracts

Not allowed under any circumstances

- Services for IT application development projects are specifically excluded from this contract, except for software development that may be needed in conjunction with hardware systems integration.
- Desktops and laptops other than those manufactured by awarded Category 1 vendors. For the purposes of this Section, Chromebooks are not considered laptops; Chromebooks made by any OEM are allowed under this Contract. This restriction does not apply to Category 4.
- Storage Solutions other than those manufactured by awarded Category 2 vendors, except that Servers (Category 2) may be purchased with, or augmented by, storage systems made by other OEMS
- Servers other than those manufactured by awarded Category 2 vendors

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- Web hosting except in conjunction with IT Hardware
- Telephony, IP Telephony plans and other voice/data services (available through ITT72)
- Any voice and data or cellular plan with charges for voice or data usage

Not allowed for Executive Department agencies

- Network printers (available through ITC66)

Shipping/Delivery>Returns

Freight, travel, and other charges

Freight and travel charges, if any, must be identified in the quote. Freight and travel charges, or any other charges not included in the quote accepted by the Eligible Entity, will not be paid. Freight and travel charges must be no more than the actual freight or travel charges paid by the Contractor.

Delivery timeframe

Vendors must agree to deliver all equipment within 30 days of receipt of an order, unless otherwise agreed upon, in writing, by the Eligible Entity and Contractor.

Return Policy

Vendors must accept return of any defective commodities, or commodities which do not conform to those quoted, within thirty days of receipt of goods. Vendor must provide a means for the Eligible Entity to ship the materials without paying for shipment. Vendor must offer a return policy if allowed by manufacturer which allows Eligible Entities to return unopened commodities within thirty days of delivery, even if non-defective and conforming to those quoted, without restocking or other charges.

Additional Information/FAQs

Product Specifications, including Environmental Standards and Requirements

Warranties

Bidders must provide an on-site, 3-year warranty, with no charges for parts, labor or transportation during the warranty period. Bidders must respond to a warranty service call within four (4) hours with a call back from the initial problem call and next business day on-site response time from the call back, unless otherwise agreed upon, in writing, by the Eligible Entity and Contractor.

A warranty service upgrade for Eligible Entity requiring more rapid response will be available for an additional cost. Bidders must describe any on-going preventive maintenance services offered during the warranty period, as part of the warranty or at an additional cost. Bidders must also describe any plans they offer for post-warranty maintenance and support, including but not limited to the ability to purchase an extended warranty at the time of system purchase, plans offering services as needed on an hourly rate or other basis, and annual fixed priced maintenance contracts.

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Other Discounts

- **Prompt Pay Discounts:** A discount given to the buyer if paid within a certain time period. These discounts may be found in the [Vendor List and Information](#) section below. All discounts offered will be taken in cases where the payment issue date is within the specified number of days listed by vendor and in accordance with the Commonwealth's Bill Paying Policy. Payment days will be measured from the date goods are received and accepted / performance was completed OR the date an invoice is received by the Commonwealth, whichever is later to the date the payment is issued as an EFT (preferred method) or mailed by the State Treasurer. The date of payment "issue" is the date a payment is considered "paid" not the date a payment is "received" by a Contractor.
- **Volume Discounts:** discount is provided to buyer if a certain volume of product or service is purchased.
- **Education Discounts:** discount is provided to buyer if a certain volume of product or service is purchased for education entities.

If the Needed Product Can Not be Found

If a product cannot be found in the vendor's catalog, or price sheet, it is recommended to contact the vendor directly to inquire if it is available for purchase on this contract. If the product meets the scope of the product category, the vendor may be able to add it to their product offerings.

If the product is not listed in the scope of the product category, a buyer may contact the Strategic Sourcing Manager to inquire whether the product may be purchased.

Performance and Payment Time Frames Which Exceed Contract Duration

All rentals, maintenance or other agreements for services entered into during the duration of this Contract and whose performance and payment time frames extend beyond the duration of this Contract shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No written agreement shall extend more than 36 months beyond the current contract term of this Statewide Contract as stated on the [first page](#) of this contract user guide. No new rentals, maintenance or other agreements for services may be executed after the Contract has expired.

Resales of hardware/services covered under specified Statewide Contracts ("One Stop Shopping")

All Category 3 vendors will be designated as "Eligible Entities" for specified OSD Statewide Contracts. Equipment, services, or software available from those Statewide Contracts must be obtained from those Statewide Contracts and provided to Eligible Entities at a cost no greater than the Eligible Entity would pay if purchasing directly from the applicable Statewide Contract.

The purpose of this provision is to allow Eligible Entities to take advantage of the pricing and features of the OSD's many Information Technology related contracts, while interfacing with a single point of contact. The Category 3 vendor will obtain the goods and services directly from the applicable Statewide Contract and provide project management services as needed to coordinate among different vendors.

This provision may not be used if all products/services necessary can be obtained from another Statewide Contract. In that case, the other Statewide Contract must be used for the purchase.

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The Contract User Guide will provide a list, updated from time to time, identifying the eligible Statewide Contracts and the goods/services that may be obtained via One Stop Shopping. Those goods/services must be obtained from the eligible Statewide Contract, rather than sourced elsewhere by the Category 3 vendor, unless otherwise provided below.

Contract Title and Number	Products
ITS58 Software Reseller	Software licenses and maintenance, excluding Cloud, which may not be obtained through ITC73. The following software may be provided directly by the Category 3 vendor without going through ITS58: a) software required for the hardware to operate at all, such as operating system software, b) software that only operates on specific hardware and is not sold separately from that hardware, and c) K-12 schools and school districts may purchase ONE copy of application software with each complete desktop/laptop system, provided that it is part of a single purchase with one Category 3 vendor.
ITT50 – Networking and Communications	Networking/Communications products.
OFF40 – Audiovisual/Multi-media equipment	Projection screens, whiteboards, and other presentation equipment, televisions, cameras, loudspeaker systems, other AV devices. These items may be purchased only as part of a complete system solution and must be obtained through OFF40.
ITC66	Copiers, faxes, digital duplicating equipment, printers, only as parts of a complete system solution. These types of devices may not be sourced elsewhere by the ITC73 vendor except for brands and models that are not available under ITC66. Printers and printer supplies may not be sold to Executive Department agencies.
ITC71	Security products including security cameras and access control systems, only allowed as part of a complete system solution.

The items below may be sold under ITC73 without using "One Stop Shopping" or purchasing items from the ITC73 OEMs:

- **Tablets, Chromebooks** and similar devices unavailable **under the OEM Categories**.
- **Desktop- and Laptop related supplies and accessories:** Hard drives, memory, optical drives, power supplies, system boards, cards (video/audio/serial), internal cables, keyboards, monitors, mice, USB drives, cables, external drives, security locks and devices, specialized computer tools and kits, computer racks and housing, data collection devices, carrying bags or cases, docking stations, other desktop- and laptop-related devices of like scope.

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- **Printers and printer-related supplies and accessories unavailable under ITC66**, except that printers and printer supplies may not be sold to Executive Department agencies
- **Server-related supplies and accessories** - drives, power supplies, management cards, memory, processors, other server-related supplies and accessories
- **Uninterrupted power supplies (UPS)** – only for use with IT devices, not for backup of facilities such as air conditioning, electrical, heating or other building systems
- **Batteries** and replacement battery cartridges
- **Removable storage media** - CD/CD-R/CD-RW, DVD/DVD-R/DVD-RW, disks, flash drives, magnetic tape media, back-up tapes, data cartridges, data cleaning cartridges, data cassettes, other removable storage media devices
- **Other computer-related supplies and accessories** – Bar code labels, blank labels, technical books and manuals
- **Hardware parts and/or upgrades** of existing PCs, servers, or peripherals
- **GPS devices**
- **Adaptive technology**
- **Hubs, switches, routers and other networking devices unavailable** under ITT50
- **Refurbished Desktops/Laptops manufactured by vendors in ITC73 Category 1**, meeting the following specifications: Products are partially or fully manufactured from existing product materials, where such materials are cleaned and/or repaired in accordance with OEM specifications. Unusable parts are replaced with new or remanufactured parts that meet or exceed OEM specifications and any governing standard or regulations.

Strategic Sourcing Team Members

- Angela Burke
- David Harvey, DPH
- Don Chamberlain, EOTTS
- James Sullivan, Danvers
- Ken Discher, Iowa
- Kristin Kinnally, EOTTS
- Lenore Bernashe, Westfield
- Matt Killen, Salem
- Reann Rostamnezhad, OSD
- Sara Siddall, OSD
- Thomas Howker, Maine

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Contract User Guide for ITC73

Vendor List and Information*

Vendor	Master Blanket Purchase Order #	Contact Person	Phone #	
**[Conversion Vendor] [Master MBPO] (All contract documents)	PO-21-1080-OSD03-SRC01-21105	Sara Siddall	617-720-3186	sara.siddall@mass.gov
Acer	PO-21-1080-OSD03-SRC04-21074	Lynne Edgehill	508-259-0573	Lynne.Edgehill@acer.com
Apple Inc.		Matt Baker	512-674-6505	
Aqueduct Technologies, Inc.	PO-21-1080-OSD03-SRC04-21064	Dan Murray	617-221-3577	dmurray@aqueduct.com
Bredy Network Management Corp – BNMC and CPU Sales & Service	PO-21-1080-OSD03-SRC04-21053	Roger Michelson	978-482-2020 x15	Roger@bnmc.net
CBTS	PO-21-1080-OSD03-SRC04-21071	Marilyn Koch	781-858-6246	marilyn.koch@cbts.com
CDW Government LLC	PO-21-1080-OSD03-SRC04-21096	Radhika Krishna	312.547.7064	radhkri@cdw.com
Continental Resources, Inc.	PO-21-1080-OSD03-SRC04-21091	Jeff Lane	781-533-0292	jlane@conres.com
Custom Computer Specialists Inc.	PO-21-1080-OSD03-SRC04-21075	Catherine Burton	401-775-1247	cburton@customonlinetech.com
DataPivot Technologies	PO-21-1080-OSD03-SRC04-21072	Benjamin Coons	603-490-7179	bcoons@datapivot.com
Dell Marketing L.P.	PO-21-1080-OSD03-SRC04-21090	Sean Tynan	(617) 955-7355	sean.tynan@dell.com
EchoStor Technologies, Inc.	PO-21-1080-OSD03-SRC04-21063	Caleb Morgan	508-737-9314	caleb.morgan@echos.com
EMC Corporation	PO-21-1080-OSD03-SRC04-21086	Mike Forbes	(617) 851-1657	michael.forbes@dell.com
ePlus Technology, inc.	PO-21-1080-OSD03-SRC04-21108	Steve Low	781-615-1314	slow@eplus.com
Trafera, LLC	PO-21-1080-OSD03-SRC04-21057	Eric Ogden	651-242-5692	contracts@trafera.com
First World d/b/a Terminal Exchange	PO-21-1080-OSD03-SRC04-21088	Rich Pomper	857-302-7725	rpomper@terminal.com
Future Technologies Group, LLC dba New Era Technology	PO-21-1080-OSD03-SRC04-21084	Guy E. Esposito	617-502-1628	SL.ED.ne@neweratech.com
GlassHouse Systems	PO-21-1080-OSD03-SRC04-21107	Mary DeBartolo / John Callisto	508-237-3191 /949-636-0031	mdebartolo@ghsystems.com
GovConnection, Inc. dba Connection – Public Sector Solutions	PO-21-1080-OSD03-SRC04-21460	Bill Fleckenstein	800-800-0019 ext. 34242	bill.fleckenstein@connection.com
GreenPages, Inc.	PO-21-1080-OSD03-SRC04-21069	David Knox	(781) 987-2013	dknox@greenpages.com
Haywood Associates Incorporated d/b/a TransCOR Information Technologies	PO-21-1080-OSD03-SRC04-21058	Thomas D. Haywood / Rhonda tryder	978-352-3100	tomh@transcor-it.com
Hewlett Packard Enterprise	PO-21-1080-OSD03-SRC04-21062	Rich Dowling	(617) 899-9548	Richard.dowling@hp.com
HP Inc.	PO-21-1080-OSD03-SRC04-21078	Jasmine Tullis	603-440-3520	jasmine.tullis@hp.com
HUB Technical Services, LLC.	PO-21-1080-OSD03-SRC04-21098	Joseph Lovetere	508-238-9887 X4101	jlovetere@hubtech.com

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Insight Public Sector, Inc.	PO-21-1080-OSD03-SRC04-21059	Rosemarie Pavlick	203.659.2448	TeamMass@insight.c
Integrated IT Solutions, LLC	PO-21-1080-OSD03-SRC04-21055	Jay Patterson	781-742-2237	ITC732@integratedit.
International Business Machines (IBM)	PO-21-1080-OSD03-SRC04-21052	Joseph Wallace	212-745-6146	jrwallace@us.ibm.co
IntraSystems, Inc.	PO-21-1080-OSD03-SRC04-21082	Madeline Doherty	781.986.1700 x224	mdoherty@intrasyste
Konica Minolta Business Solutions U.S.A, Inc.	PO-21-1080-OSD03-SRC04-21087	Sunny Kim	703-760-3588	sunny.kim@kmbs.ko
Lenovo (United States) Inc.	PO-21-1080-OSD03-SRC04-21089	Lance Couch	281-712-2155	lcouch@lenovo.com
Lenovo Global Technology (United States) Inc.	PO-21-1080-OSD03-SRC04-21066	Lance Couch	281-712-2155	lcouch@lenovo.com
Lighthouse Computer Services	PO-21-1080-OSD03-SRC04-21085	Adam Goulet	401-465-8801	agoulet@convergetp.
MicroNet Associates, Inc.	PO-21-1080-OSD03-SRC04-21079	Kenneth Hahn	508-435-7600	ken@mcnet.com
Micros Northeast, Inc	PO-21-1080-OSD03-SRC04-21065	Rob Willey	781-248-5202	rob@microsne.com
NetApp, Inc.	PO-21-1080-OSD03-SRC04-21099	Wendy Goodman	(919) 476-5828	wendy.goodman@ne
NEWCOM Wireless Services, LLC	PO-21-1080-OSD03-SRC04-21060	Dov Koplovsky/ Kristine Loomer	781-826-7989/ 781-424-7870	dov.koplovsky@newc kristine@newcomglo
North East Technology, Inc	PO-21-1080-OSD03-SRC04-21061	Corei Mello	617-304-8188	cmello@northeast-te
NWN Corporation	PO-21-1080-OSD03-SRC04-21054	Jen Golden	860-606-2865	jgolden@nwnit.com
Ockers Company	PO-21-1080-OSD03-SRC04-21081	David Mitchell	508-586-4642	Dmitchell@ockers.co
PC Enterprises Inc dba Baystate Computer Services	PO-21-1080-OSD03-SRC04-21080	Robert Braceland	413-736-2112	rbraceland@pc-enter
PJ Systems Incorporated, dba HIQ Computers	PO-21-1080-OSD03-SRC04-21083	Ben Sheng	617-951-4650 x 103	bsheng@hiq.com
Presidio Networked Solutions, Inc. (Presidio)	PO-21-1080-OSD03-SRC04-21094	James Doyle	781-638-2253	jdoyle@presidio.com
Pure Storage, Inc.	PO-21-1080-OSD03-SRC04-21068	Kim Bradbury	301-717-9968	kim.bradbury@pures
Retrofit Technologies, Inc.	PO-21-1080-OSD03-SRC04-21076	Katherine Connor	508-244-2436	kconnor@retrofit.co
Rutter Networking, Inc	PO-21-1080-OSD03-SRC04-21077	Jeff Larsen	978 642-1000	jlarsen@rutter-net.co
SHI International Corp	PO-21-1080-OSD03-SRC04-21095	Michael Dempsey	508-254-5739	michael_dempsey@s
TOSS Corporation	PO-21-1080-OSD03-SRC04-21070	Mike Ciulla/Greg Hanna	508-683-0360/508-683-0366	mciulla@toss.net;han
Unified Networking Solutions, Inc.	PO-21-1080-OSD03-SRC04-21106	Brian McDonald	508-272-1650	bmcDonald@Unified
Vicom Computer Services Inc	PO-21-1080-OSD03-SRC04-21073	Brian Zeno	781.452.7493	bzeno@vicomnet.co
Whalley Computer Associates, Inc.	PO-21-1080-OSD03-SRC04-21097	Jake Brown	508-634-1152	wcabizma@wca.com
Worldcom Exchange Inc.	PO-21-1080-OSD03-SRC04-21067	Dave Harris	978-766-6974	itc73@wei.com

Vendor	Master Blanket Purchase Order #	Contact Person	Phone #	Email	Categories	Green Designated Vendor
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**[Conversion Vendor] [Master MBPO] (All contract documents)	PO-21-1080-OSD03-SRC01-21105	Sara Siddall	617-720-3186	sara.siddall@mass.gov	N/A	N/A
Acer	PO-21-1080-OSD03-SRC04-21074	Lynne Edgehill	508-259-0573	Lynne.Edgehill@acer.com	1	Yes
Aqueduct Technologies, Inc.	PO-21-1080-OSD03-SRC04-21064	Dan Murray	617-221-3577	dmurray@aqueducttech.com	3	
Bredy Network Management Corp – BNMC and CPU Sales & Service	PO-21-1080-OSD03-SRC04-21053	Roger Michelson	978-482-2020 x15	Roger@bnmc.net	3	
CBTS	PO-21-1080-OSD03-SRC04-21071	Marilyn Koch	781-858-6246	marilyn.koch@cbts.com	3	
CDW Government LLC	PO-21-1080-OSD03-OSD03-21496	Radhika Krishna	312.547.7064	radhkri@cdwg.com	3	
Continental Resources, Inc.	PO-21-1080-OSD03-SRC04-21091	Jeff Lane	781-533-0292	jlane@conres.com	3	
Custom Computer Specialists Inc.	PO-21-1080-OSD03-SRC04-21075	Catherine Burton	401-775-1247	cburton@customonline.com	3	Yes
DataPivot Technologies	PO-21-1080-OSD03-SRC04-21072	Benjamin Coons	603-490-7179	bcoons@datapivottech.com	3	
Dell Marketing L.P.	PO-21-1080-OSD03-SRC04-21090	Sean Tynan	(617) 955-7355	sean.tynan@dell.com	1,2,3,4	Yes
EchoStor Technologies, Inc.	PO-21-1080-OSD03-SRC04-21063	Caleb Morgan	508-737-9314	caleb.morgan@echostor.com	3	
EMC Corporation	PO-21-1080-OSD03-SRC04-21086	Mike Forbes	(617) 851-1657	michael.forbes@dell.com	2	Yes
ePlus Technology, inc.	PO-21-1080-OSD03-SRC04-21108	Steve Low	781-615-1314	slow@eplus.com	3	Yes
Trafera, LLC	PO-21-1080-OSD03-SRC04-21057	Eric Ogden	651-242-5692	contracts@trafera.com	3	Yes
First World d/b/a Terminal Exchange	PO-21-1080-OSD03-SRC04-21088	Rich Pomper	857 302 7725	rpomper@terminal.com	3	Yes
Future Technologies Group, LLC dba New Era Technology	PO-21-1080-OSD03-SRC04-21084	Guy E. Esposito	617-502-1628	SLED.ne@neweratech.com	3	Yes
GlassHouse Systems	PO-21-1080-OSD03-SRC04-21107	Mary DeBartolo / John Callisto	508-237-3191 /949-636-0031	mdebartolo@ghsystems.com/jcallisto@ghsystems.com	3	
GovConnection, Inc. dba Connection – Public Sector Solutions	PO-21-1080-OSD03-SRC04-21460	Bill Fleckenstein	800-800-0019 ext. 34242	bill.fleckenstein@connection.com	3	

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GreenPages, Inc.	PO-21-1080-OSD03-SRC04-21069	David Knox	(781) 987-2013	dknox@greenpages.com	3	
Haywood Associates Incorporated d/b/a TransCOR Information Technologies	PO-21-1080-OSD03-SRC04-21058	Thomas D. Haywood / Rhonda tryder	978-352-3100	tomh@transcor-it.com / rhonda@transcor-it.com	4	
Hewlett Packard Enterprise	PO-21-1080-OSD03-SRC04-21062	Rich Dowling	(617) 899-9548	Richard.dowling@hpe.com	2	Yes
HP Inc.	PO-21-1080-OSD03-SRC04-21078	Jasmine Tullis	603-440-3520	jasmine.tullis@hp.com	1, 4	yes
HUB Technical Services, LLC.	PO-21-1080-OSD03-SRC04-21098	Joseph Lovetere	508-238-9887 X4101	jlovetere@hubtech.com	3	Yes
Insight Public Sector, Inc.	PO-21-1080-OSD03-SRC04-21059	Rosemarie Pavlick	203.659.2448	TeamMass@insight.com	3	
Integrated IT Solutions, LLC	PO-21-1080-OSD03-SRC04-21055	Jay Patterson	781-742-2237	ITC73@integratedit.com	3	
International Business Machines (IBM)	PO-21-1080-OSD03-SRC04-21052	Joseph Wallace	212-745-6146	jrwallace@us.ibm.com	2	
IntraSystems, Inc.	PO-21-1080-OSD03-SRC04-21082	Madeline Doherty	781.986.1700 x224	mdoherty@intrasystems.com	3	
Konica Minolta Business Solutions U.S.A, Inc.	PO-21-1080-OSD03-SRC04-21087	Sunny Kim	703-760-3588	sunny.kim@kmb.s.konicaminolta.us	3	
Lenovo (United States) Inc.	PO-21-1080-OSD03-SRC04-21089	Lance Couch	281-712-2155	lcouch@lenovo.com	1,3,4	Yes
Lenovo Global Technology (United States) Inc.	PO-21-1080-OSD03-SRC04-21066	Lance Couch	281-712-2155	lcouch@lenovo.com	3	Yes
Lighthouse Computer Services	PO-21-1080-OSD03-SRC04-21085	Adam Goulet	401-465-8801	agoulet@convergetp.com; agoulet@lighthousecs.com	3	
MicroNet Associates, Inc.	PO-21-1080-OSD03-SRC04-21079	Kenneth Hahn	508-435-7600	ken@mcrnet.com	3	
Micros Northeast, Inc	PO-21-1080-OSD03-SRC04-21065	Rob Willey	781-248-5202	rob@microsne.com	3	
NetApp, Inc.	PO-21-1080-OSD03-SRC04-21099	Wendy Goodman	(919) 476-5828	wendy.goodman@netapp.com	2	
NEWCOM Wireless Services, LLC	PO-21-1080-OSD03-SRC04-21060	Dov Koplovsky/ Kristine Loomer	781-826-7989/ 781-424-7870	dov.koplovsky@newcomglobal.com / kristine@newcomglobal.com	4	Yes
North East Technology, Inc	PO-21-1080-OSD03-SRC04-21061	Corei Mello	617-304-8188	cmello@northeast-tech.com	3	

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NWN Corporation	PO-21-1080-OSD03-SRC04-21054	Jen Golden	860-606-2865	jgolden@nwnit.com	3	
Ockers Company	PO-21-1080-OSD03-SRC04-21081	David Mitchell	508-586-4642	Dmitchell@ockers.com	3	Yes
PC Enterprises Inc dba Baystate Computer Services	PO-21-1080-OSD03-SRC04-21080	Robert Braceland	413-736-2112	rbraceland@pc-enterprises.com	3	
PJ Systems Incorporated, dba HIQ Computers	PO-21-1080-OSD03-SRC04-21083	Ben Sheng	617-951-4650 x 103	bsheng@hiq.com	3	
Presidio Networked Solutions, Inc. (Presidio)	PO-21-1080-OSD03-SRC04-21094	James Doyle	781-638-2253	NESLED@presidio.com	3	
Pure Storage, Inc.	PO-21-1080-OSD03-SRC04-21068	Kim Bradbury	301-717-9968	kim.bradbury@purestorage.com	2	
RetroFit Technologies, Inc.	PO-21-1080-OSD03-SRC04-21076	Katherine Connor	508-244-2436	kconnor@retrofit.com	3	
Rutter Networking, Inc	PO-21-1080-OSD03-SRC04-21077	Jeff Larsen	978 642-1000	jlarsen@rutter-net.com	3	
SHI International Corp	PO-21-1080-OSD03-SRC04-21095	Michael Dempsey	508-254-5739	michael_dempsey@shi.com	3	
TOSS Corporation	PO-21-1080-OSD03-SRC04-21070	Mike Ciulla/Greg Hanna	508-683-0360/508-683-0366	mciulla@toss.net/hanna@toss.net	3	
Unified Networking Solutions, Inc.	PO-21-1080-OSD03-SRC04-21106	Brian McDonald	508-272-1650	bmcDonald@UnifiedITSupport.com	3	Yes
Vicom Computer Services Inc	PO-21-1080-OSD03-SRC04-21073	Brian Zeno	781.452.7493	bzeno@vicomnet.com	3	
Whalley Computer Associates, Inc.	PO-21-1080-OSD03-SRC04-21097	Jake Brown	508-634-1152	wcabizma@wca.com	3	Yes
Worldcom Exchange Inc.	PO-21-1080-OSD03-SRC04-21067	Dave Harris	978-766-6974	itc73@wei.com	3	Yes
Zones, LLC	PO-21-1080-OSD03-SRC04-21056	Bob Spencer	508-740-9877	MASSITC73@zones.com	3	

*Note that COMMBUYS is the official system of record for vendor contact information.

** [The Master MBPO] is the central repository for all common contract files. [Price files may be found in the individual vendor's MBPO.]

Designated Resellers

OEM	Reseller	Contact	Phone	Email
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HPE	Advizex	Mike Covell	857.257.4395	mcovell@advizex.com
NetApp Inc	World Wide Technology Inc	Carol Harting	314.995.6103	Carol.harting@wwt.com

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