Government Support Services – Contracting
100 Enterprise Place
Suite # 4
Dover, DE 19904-8202

February 22, 2010

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: ALISHA MCCULLOUGH
STATE PROCUREMENT OFFICER SUPERVISOR
302-857-4556

SUBJECT: **AWARD NOTICE - ADDENDUM 13 – Updates Toshiba's contact Information**
CONTRACT NO. GSS09133-COMPUTER
Computer Equipment, Peripherals, and Related Services

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OF
KEY CONTRACT INFORMATION

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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The contract executed by the State of Minnesota 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 September 1, 2009, for a term of three (3) calendar years, through August 31, 2012. The Minnesota Materials Management Division reserves the option of extending the agreements on an annual basis for two (2) additional one-year terms or portions thereof, or for one two-year term.

3. VENDORS:

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ACE TECHNOLOGY PARTNERS Contract Code: GSS09133-COMPUTERV01 **Account Rep** Marc Fertik Ace Technology Partners 1425 East Algonquin Road Arlington Heights, IL 60005-4715 Email: mfertik@acecomputers.com Phone: (877) 223-2667 Fax: (847) 952-6901 **Send PO's to:** Accounts Payable Ace Technology Partners 1425 East Algonquin Road Arlington Heights, IL 60005-4715	**APPLE, INC.** Contract Code: GSS09133-COMPUTERV02 **Account Rep** Ewa Kalman Apple Inc 1 Infinite Loop, MS 90-2CM Cupertino, CA 95014-2083 Email: ekalman@apple.com Phone: (408) 974-6112 Fax: (408) 974-4908 Or Michael Taloff Apple Inc 1 Infinite Loop, MS 90-2CM Cupertino, CA 95014-2083 Email: taloff@apple.com Phone: (408) 974-3245 Fax: (408) 974-4908 **Servicing Subcontractors:** All orders are to be issued directly to: Apple Inc 12545 Riata Vista Circle, MS 198-3ED Austin, TX 78727-6524 Fax: (800) 490-0325 All payments are to be issued to: Apple Inc P. O. Box 846095 Dallas, TX 75284-0001
HEWLETT PACKARD Contract Code: GSS09133-COMPUTERV05 **Account Rep** Hewlett Packard Company 442 Swan Blvd. Deerfield, IL 60015 Attn: Debra Lee, WSCA/NASPO Contract Prog. Mgr. Email: debra.lee@hp.com Phone: 847-537-0344	**EMC CORPORATION** Contract Code: GSS09133-COMPUTERV04 **Account Rep** Susan Case or James Lincoln EMC Corporation 222 Lake Como Drive Lakeway, TX 78734-5087 Phone: (703) 970-5054 or (610) 234-4856 Fax: (888) 580-6069 Email: case_susan@emc.com or lincoln_james@emc.com

Fax: 281-927-5213 **Send PO's to:** HP Direct C10GM 10810 Farnam Drive Omaha, NE 68154-3237 Ordering Fax: (800) 825-2329 Order email box: PSorderprocessing@hp.com	
NETAPP, INC. Contract Code: GSS09133-COMPUTERV07 **Account Rep** NETAPP, INC. 1921 Gallows Road, Suite 600 Vienna, VA 22812 Attn: Denise Orosco Email: denise.orosco@netapp.com Phone: (530) 644-1467 Fax: (703) 918-7301 www.netapp.com/us/how-to-buy/wsca Order Placement and Billing Concerns: Lauree Burse, Manager of In-Side Sales Email: Lauree.Burse@NetApp.com Phone: (919) 476-5051 Service Renewals/Upgrades: Nateshia Smith, Service Contract Administrator Email: Nateshia.Smith@NetApp.com Phone: (919) 476-5673 Warranty, Maintenance, and Problem Requests: Phone: (888) 4-NETAPP = (888) 463-8277 or (916) 576-7808	**IBM Corporation** Contract Code: GSS09133-COMPUTERV06 **Account Rep** Karen Schneider IBM Corporation 4660 La Jolla Village Drive, Ste 300 San Diego, CA, 92122-4604 Email: kasch@us.ibm.com Phone: (858) 587-5137 Fax: (858) 587-5099 **Send PO's to:** IBM Corporation IBM State & Local Government Team 7100 Highlands Parkway Smyrna, GA 30082 **P.O. fax number:** (800) 242-6329 **Remittance address:** You may either remit to the address which will appear on your invoice or to: IBM Corporation P.O. Box 676673 Dallas, Texas 75267-6673

LENOVO (United States), INC

Contract Code: GSS09133-COMPUTERV17

Lenovo (US)
1017 Think Place Building 3, 3A23
Morrisville, NC 27560-9002
Attn: Gerolynn Martin
Email: gmartin4@lenovo.com
Phone: (919) 294-2860
Fax: (919) 257-4987

PANASONIC SOLUTIONS COMPANY

Contract Code: GSS09133-COMPUTERV08

Account Rep
Michelle Chapin
Panasonic Solutions Company
21473 Glebe View Drive
Ashburn, VA 20148-3609
Email: michelle_chapin@us.panasonic.com
Phone: (973) 303-7787

Send PO's to:

Insight Public Sector
GSS09133-COMPUTERV12
105 West Fifth Avenue
Tallahassee, FL 32303

Erica Falchetti
Office: (800)-543-2437
erica.falchetti@insight.com
www2.ips.insight.com

Feeney Wireless, LLC.
GSS09133-COMPUTERV21
4501 Hidden Court
Rocklin, California 95677

Gary White
Director of Sales
Office: (916) 632-6868
www.feeneywireless.com
gwhite@feeneywireless.com

PCS – Portable Computer Solutions
GSS09133-COMPUTERV13
PCS Denver Office
1200 W. Mississippi Avenue
Denver, CO 80223

Kathy Pakkebier
Office: (303) 346-2487
www.portablecomputersystems.com
kathyp@portablecomputersystems.com

TRANSOURCE COMPUTERS Contract Code: GSS09133-COMPUTERV14 **Account Rep** Transource Computers Marlo Gouin 2405 West Utopia Road Phoenix, AZ 85027-4100 Email: mgouin@transource.com Phone: (800) 486-3715 or (623) 879-8882 Fax: (623) 879-8887	**SUN MICROSYSTEMS, INC** Contract Code: GSS09133-COMPUTERV11 **Account Rep** Sun Microsystems, Inc. 7900 Westpark Drive, Suite A110 McLean, VA 22102-4203 Attn: Jack Nichols, Manager, State and Local Government Contracts Email: jack.nichols@sun.com Phone: (703) 204-4108 Fax: (703) 208-5830 Program Matters Chris Reaume 1000 Town Center, Ste. 1700 Southfield, MI 48075-1233 Email: christopher.reaume@sun.com Phone: (248) 412-4067 Fax: (248) 412-4067
HOWARD TECHNOLOGY SOLUTIONS Contract Code: GSS09133-COMPUTERV16 **Account Rep** Melissa Reeves 36 Howard Drive Ellisville, MS 39437-9020 Email: mreeves@howard.com Phone: (888) 912-3151, Ext 5680 Fax: (601) 399-5077 **All orders are to be issued directly to:** Howard Technology Solutions Attn: Order Entry P. O. Box 1590 Laurel, MS 39411-1590 **All Payments are to be issued to:** Howard Technology Solutions Attn: Finance Department P. O. Box 1590 Laurel, MS 39441-1590	**GRACE CLOBAL CORPORATION** Contract Code: GSS09133-COMPUTERV15 **Account Rep** Geoff Weigand, Government Services Director 1933 East Redondo Avenue Salt Lake City, UT 84108-3119 Email: wsca@graceglobalinc.com **State and Local Government Sales** Phone: (800) 926-6350 **Education Sales** Phone: (800) 507-6350 Purchase Orders, submitted directly to Grace Global via Fax: (801) 466-0731 **Ordering Address** Grace Global Inc. Direct Orders Department 1933 E. Redondo Ave Salt Lake City Utah 84108-3119
COMPUTER TECHNOLOGY LINK (CTL)	**XIOTECH CORPORATION**

Contract Code: GSS09133-COMPUTERV18 **Account Rep** James Bognatz CTL 3460 NW Industrial St Portland, OR 97210-1621 Email: jbognatz@ctlcorp.com Phone: (800) 642-3087 x 236 or (971) 327-0120 Fax: (503) 526-9135	Contract Code: GSS09133-COMPUTERV20 **Account Rep** Mary Reuss Xiotech Corporation 6455 Flying Cloud Drive Eden Prairie, MN 55344-3394 Email: mary_reuss@xiotech.com Phone: (952) 983-2435 Fax: (612) 419-1016 To place orders: Dale Kunde, Order Admin Xiotech Corporation 6455 Flying Cloud Drive Eden Prairie, MN 55344-3394 Phone: (952) 983-2423 Fax: (952) 983-2210 Email: dale_kunde@xiotech.com Main # (952) 983-3000 Remit to address is the same as above
	TOSHIBA AMERICA INFORMATION SYSTEMS Contract Code: GSS09133-COMPUTERV19 **Account Rep** Jeff Ballard Toshiba America Information Systems, Inc. 9740 Irvine Blvd. Irvine, CA 92618-1697 Email: Toshiba.wsca.pa@tais.toshiba.com Phone: (949) 461-4692 Fax: (949) 206-3314 **Quotes** Rudy Salvucci Phone: (610) 550-9261 Fax: (949) 206-3434 Email: rudy.salvucci@tais.toshiba.com WSCA store site: www.store.toshiba.com/wsca-de

4. SHIPPING TERMS:

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F.O.B. destination.

5. DELIVERY AND PICKUP:

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Contractor agrees to deliver Products to Purchasing Entities within 25 calendar days after receipt of a valid Purchase Order.

6. PRICING:

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Prices will remain firm for the term of the contract period. See link for each vendor, http://www.mmd.admin.state.mn.us/wsca/2009-2014_contracts.asp

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING:

The vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide at a minimum the contract number and the Master Price Agreement 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 Government Support Services 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 purchase orders must include the vendor's contract number, **GSS09133-COMPUTERV<u>XX</u>**, and the Master Price Agreement Number, **B27<u>XXX</u>**.

11. 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.

12. 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.

13. 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.

14. 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.

15. SERVICING SUBCONTRACTORS:

All Contractors' authorized business partners in the State of Delaware.

16. PRODUCT AND SERVICE SCHEDULE:

The Contractor agrees to maintain a Premium Savings Package (PSS). The PSS program offers deeper discounts for specifically designated configurations. The current process is to redefine/update the packages every six months, so that the new pricing is available on May 1 and November 1 of each year. ***Click here*** for more information.

17. PRODUCT WARRANTY:

Any communications hardware, services, and software will be covered by the manufacturer's warranty.

18. <u>AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA)</u>:

If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements that are legally required of providers of goods and related services. Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide any required report to the ordering entity as required by law. The Contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

Award Notice
Contract No.: GSS09133-COMPUTER

VENDOR	MASTER PRICE AGREEMENT	CONTRACT CODE	PRODUCTS OFFERED	LEASING ALLOWED	WEB SITE
ACE TECHNOLOGY PARTNERS	B27157	GSS09133-COMPUTERV01	Servers-LAN Storage	Yes	http://system.acecomputers.com/index.asp?cid=WSCA-DE
APPLE	B27158	GSS09133-COMPUTERV02	PC (including LAN storage)	Yes	store.apple.com/AppleStore/WebObjects/K12Custom?qprm=141519
DELL MARKETING L.P.	B27160	GSS09133-COMPUTERV03	PC (including printers/LAN storage)	Yes	www.dell.com/naspowsca
EMC CORPORATION	B27161	GSS09133-COMPUTERV04	Servers-LAN storage	Yes	www.emc.com/emcwsca
HEWLETT PACKARD	B27164	GSS09133-COMPUTERV05	PC (including printers/LAN storage)	Yes	www.hp.com/buy/delaware
IBM	B27166	GSS09133-COMPUTERV06	PC (including printers/LAN storage)	Yes	www.ibm.com/easyaccess/wscanaspo
NETAPP	B27170	GSS09133-COMPUTERV07	Servers-LAN Storage	Yes	www.netapp.com/us/how-to-buy/wsca
PANASONIC	B27172	GSS09133-COMPUTERV08	PC (including printers/LAN storage)	Yes	http://www.panasonic.com/business/toughbook/wsca_contract.asp
QUANTUM	In Negotiations	GSS09133-COMPUTERV09	Servers-LAN Storage	Yes	
RICOH AMERICAS	B27174	GSS09133-COMPUTERV10	Printers	No	www.ricoh-usa.com/rmap/wscaprinters
SUN MICROSYSTEMS, INC	B27175	GSS09133-COMPUTERV11	Servers-LAN Storage	Yes	www.sun.com/wsca

TRANSOURCE COMPUTERS	B27177	GSS09133-COMPUTERV14	PC (including printers/LAN storage)	No	www.transource.com/wsca/de
GRACE GLOBAL CORP.	B27163	GSS09133-COMPUTERV15	PC (including printers/LAN storage)	No	wsca.graceglobalinc.com
HOWARD TECHNOLOGY	B27165	GSS09133-COMPUTERV16	PC (including printers/LAN storage)	No	www.howardcomputers.com/wsca2009
LENOVO (United States)	B27168	GSS09133-COMPUTERV17	PC (including printers/LAN storage)	No	www.lenovo.com/wsca
COMPUTER TECHNOLOGY LINK	B27159	GSS09133-COMPUTERV18	Servers-LAN Storage	No	www.ctlcorp.com/wsca
TOSHIBA	B27176	GSS09133-COMPUTERV19	PC (including printers/LAN storage)	No	www.laptops.toshiba.com/wsca-de
XIOTECH CORP.	B27179	GSS09133-COMPUTERV20	Servers-LAN Storage	No	www.xiotech.com/wsca2009
FUJITSU AMERICA	In Negotiations	GSS09133-COMPUTERV22	PC (including printers/LAN storage)	Yes	