



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

June 17, 2011

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

FROM: MICHAEL BACU
CONTRACT PROCUREMENT OFFICER
302-857-4522

SUBJECT: **AWARD NOTICE - ADDENDUM 22, effective June 17, 2011**
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.

Executive Order # 20 requires that all executive agencies maximize efficiencies and improve the quality of IT related purchases. Agencies, as defined by 29 Del. C. § [6902](#), are mandated to use the Premium Savings Package (PSP) to procure desktop computers and peripherals. The Department of Technology and Information (DTI) has determined that the PSP offered under this contract provides the most cost effective configuration and that the offering by Dell Marketing and Apple Computers shall be the state's standard configuration.

Procurement from other awarded vendors must be approved by DTI.

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 through August 31, 2014.

3. VENDORS:

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<p>DELL MARKETING L.P. Contract Code: GSS09133-COMPUTERV03 FSF Vendor ID: 0000033778 Account Rep Donna Grosenheider, Inside Sales Representative Dell Marketing L.P. One Dell Way, Mail Stop 8708 Round Rock, TX 78682-7000 Phone: (800) 981-3355 x 7241906 Fax: (512) 283-8669 Email: donna_grosenheider@dell.com</p> <p>Send PO's to:</p> <p>Standard Dell Marketing L.P. C/O Dell USA L.P. P.O. Box 643561 Pittsburgh, PA 15264-3561 (If credit card orders, indicate at the top, in 14 point font or larger that this is a CREDIT CARD ORDER with name/phone of person to contact for card information.)</p>
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Award Notice

Contract No.: GSS09133-COMPUTER

APPLE, INC.

Contract Code: GSS09133-COMPUTERV02

FSF Vendor ID: 0000035250

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

ACE TECHNOLOGY PARTNERS

FSF Vendor ID: 0000020399

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

COMPUTER TECHNOLOGY LINK (CTL)

Contract Code: GSS09133-COMPUTERV18

FSF Vendor ID: 0000035154

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

EMC CORPORATION

Contract Code: GSS09133-COMPUTERV04

FSF Vendor ID: 0000000798

Sr. Account Manager

Carl Pirie
EMC Corporation
8444 Westpark Drive, Suite 900
McLean VA 22102
Phone: (301) 343-6763
Email: carl.pirie@emc.com

FUJITSU AMERICA, INC.

Contract Code: GSS09133-COMPUTERV22

FSF Vendor ID: 0000034232

Account Rep

Duane Wichman
Fujitsu America, Inc.
180 Suncoast Drive
McCook Lake, SD 57049-4016
Email: duane.wichman@us.fujitsu.com
Phone: (712) 389-6209

All orders are to be issued directly to:

Mitsy Ikegami MS 125
1250 E. Arques Ave.
Sunnyvale, CA 94085-5401
Phone: (408) 764-9544
Fax: (408) 764-2720
Email: mikegami@us.fujitsu.com

Or per the Fujitsu authorized reseller

All payments are to be sent to:

Emad Gad MS 235
P. O. Box 98821
Chicago, IL 60693-8821
Phone: (408) 764-9544
Fax: (408) 764-2754
Email: egad@us.fujitsu.com

Or per the Fujitsu authorized reseller's invoice

GRACE GLOBAL CORPORATION

Contract Code: GSS09133-COMPUTERV15
FSF Vendor ID: 0000034990

Account Rep

Geoff Weigand, Government Services Director
1933 East Redondo Avenue
Salt Lake City, UT 84108-3119
Email: wsc@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

HEWLETT PACKARD

Contract Code: GSS09133-COMPUTERV05
FSF Vendor ID: 0000035207

Account Rep

Hewlett Packard Company
442 Swan Blvd.
Deerfield, IL 60015-3673
Attn: Debra Lee, WSCA/NASPO Contract Program Manager:
Email: debra.lee@hp.com
Phone: 847-537-0344
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

MTM Technologies Inc
GSS09133-COMPUTERV27
FSF ID: 000002776
Attn: Bill Campiglia
590 Century Blvd
Wilmington, DE 19808-6272
302-633-9800

P.C. Supplies Inc
GSS09133-COMPUTERV28
FSF ID: 0000026031
Attn: Scott Martin
1003 S Chapel St
Ste A
Newark, DE 19702-1357
Email: scott@pcsupplies.com
Phone: 302-368-4800
Fax: 302-368-5288

HOWARD TECHNOLOGY SOLUTIONS

Contract Code: GSS09133-COMPUTERV16

FSF Vendor ID: 0000033314

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

IBM Corporation

Contract Code: GSS09133-COMPUTERV06

FSF Vendor ID: 0000002544

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
FSF Vendor ID: 0000031170
Lenovo (US)
1017 Think Place Building 3, 3A23
Morrisville, NC 27560-9002
Attn: Tory Williams, Sr. Account Manager
Email: tlwill@lenovo.com
Phone: (919) 294-2911
Fax: (919) 257-4987

CDWG

GSS09133-COMPUTERV23
FSF Vendor ID: 0000022347
230 N. Milwaukee Avenue
Vernon Hills, IL 60061
Phone: (866) 691-7126
Fax: (847) 465-6800
www.cdwg.com

GovConnection, Inc.

GSS09133-COMPUTERV26
FSF Vendor ID: 0000030381
730 Milford Road
Merrimack, NH 03054-4631
Phone: (800) 800-0019
Fax: (603) 683-6192
www.govconnection.com

SHI International Corporation

GSS09133-COMPUTERV24
FSF Vendor ID: 0000016884
33 Knightsbridge Road
Piscataway, NJ 08854
Phone: (888) 764-8888
Fax: (732) 868-8889
www.shi.com

NETAPP, INC.

Contract Code: GSS09133-COMPUTERV07
FSF Vendor ID: 0000034198
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:
Natেশia Smith, Service Contract Administrator
Email: Natেশia.Smith@NetApp.com
Phone: (919) 476-5673

Warranty, Maintenance, and Problem Requests:
Phone: (888) 4-NETAPP = (888) 463-8277 or (916) 576-7808

PANASONIC SOLUTIONS COMPANY
Contract Code: GSS09133-COMPUTERV08
FSF Vendor ID: 0000037671

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	PCS – Portable Computer Solutions
GSS09133-COMPUTERV12 FSF Vendor ID: 0000022295 105 West Fifth Avenue Tallahassee, FL 32303 Erica Falchetti Office: (800)-543-2437 erica.falchetti@insight.com www2.ips.insight.com	GSS09133-COMPUTERV13 FSF Vendor ID: 0000037672 PCS Denver Office 1200 W. Mississippi Avenue Denver, CO 80223 Kathy Pakkebier President Office: (303) 346-2487 or (888) 836-7841 www.portablecomputersystems.com kathyp@pcsmobile.com

QUANTUM CORPORATION
Contract Code: GSS09133-COMPUTERV09
FSF Vendor ID: 0000035262

Account Rep
Suzanne Fletcher
Quantum Corp.
141 Innovation Drive
Irvine, CA 92617-3040
Email: Suzanne.fletcher@quantum.com
Phone: (949) 856-7851
Fax: (949) 856-7797

ORACLE AMERICA, INC.
Contract Code: GSS09133-COMPUTERV11
FSF Vendor ID: 0000035281

<p>Account Rep <u>Contract Matters</u> Mary Ferguson Oracle America, Inc. 500 Eldorado Blvd, Building 1 Broomfield, CO 80021-3400 Phone: (303) 558-3192 Fax: (303) 558-3192 mary.ferguson@oracle.com</p>	
<p><u>Program Matters</u> Chris Reaume WSCA Program Manager 1000 Town Center, Ste. 1700 Southfield, MI 48075-1233 Email: christopher.reaume@sun.com Phone: (248) 412-4067 Fax: (248) 412-4067</p>	<p>Orders are to be submitted to: Sun Microsystems, Inc. 4150 Network Circle Santa Clara, CA 95054-1778 Fax: 510-217-4296 E-mail: edu-csr@Sun.com</p>
<p>Payments submitted to: Sun Microsystems, Inc. c/o Bank of America Drawer CS 198330 Atlanta, GA 30384-8330</p>	
<p>RICOH AMERICAS Contract Code: GSS09133-COMPUTERV10 FSF Vendor ID: 0000016683 Account Rep Lori Toth Ricoh Americas Corp. 5 Dedrick Place West Caldwell, NJ 07006-6398 Email: lori.toth@ricoh-usa.com Phone: (717) 487-2888 Fax: (973) 882-2219</p>	
<p>TOSHIBA AMERICA INFORMATION SYSTEMS Contract Code: GSS09133-COMPUTERV19 FSF Vendor ID: 0000018126 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</p>	
<p>TRANSOURCE COMPUTERS Contract Code: GSS09133-COMPUTERV14 FSF Vendor ID: 0000040279 Account Rep Transource Computers Marlo Gouin 2405 West Utopia Road</p>	

Phoenix, AZ 85027-4100 Email: mgouin@transource.com Phone: (800) 486-3715 or (623) 879-8882 Fax: (623) 879-8887
XIOTECH CORPORATION Contract Code: GSS09133-COMPUTERV20 FSF Vendor ID: 0000037673 Account Rep Mary Reuss Xiotech Corporation 6455 Flying Cloud Drive Eden Prairie, MN 55344-3394 Email: mary_reuss@xiotech.com Phone: (952) 983-2435 Cell: (612) 419-1016 Fax: (952) 983-6950 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.

4. SHIPPING TERMS:

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F.O.B. destination.

5. PREMIUM SAVINGS PACKAGE (PSP):

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The Contractor agrees to maintain a Premium Savings Package (PSP). The PSP 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 and configuration is available on May 1 and November 1 of each year. See Premium Savings Package link on the GSS – Contracting website: <http://gss.omb.delaware.gov/contracting/contracts/133.shtml>

6. 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.

7. DEPARTMENT OF TECHNOLOGY AND INFORMATION (DTI) NOTIFICATION:

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To help maximize efficiencies and improve the quality of IT related purchases, any information technology related purchase in excess of \$10,000 shall be sent to DTI prior to issuance of a purchase order or execution of a contract. In addition, DTI shall be consulted regarding the use of contractual resources for information technology initiatives and support in excess of \$50,000 prior to the work commencing.

8. 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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9. 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.

10. 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.

11. 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.

12. 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-COMPUTERVXX**, and the Master Price Agreement Number, **B27XXX**.

13. 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.

14. 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.

15. 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.

16. 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. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

17. SERVICING SUBCONTRACTORS:

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

18. PRODUCT WARRANTY:

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

19. AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA):

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.

20. E-RATE:

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"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.

Contractor	E-Rate ID
Ace Technology Partners	143020378
Apple, Inc.	143004358
Computer Technology Link (CTL)	143016486
Dell Marketing L.P.	143004340
EMC Corporation	N/A
Fujitsu America	143029609
Grace Global Corp.	143030527
Hewlett Packard	143007617
Howard Technology	143022153
IBM	143005607
Lenovo	143033514
Netapp	143021227
Oracle America, Inc.	N/A
Panasonic	N/A
Quantum	N/A
Ricoh Americas	N/A
Toshiba	N/A
Transource Computers	143008973
Xiotech Corp.	143024494

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VENDOR	MASTER PRICE AGREEMENT	CONTRACT CODE	PRODUCTS OFFERED	LEASING ALLOWED	WEB SITE
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 LAN storage)	Yes	www.dell.com/naspowsca

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VENDOR	MASTER PRICE AGREEMENT	CONTRACT CODE	PRODUCTS OFFERED	LEASING ALLOWED	WEB SITE
ACE TECHNOLOGY PARTNERS	B27157	GSS09133-COMPUTERV01	PC (including LAN storage)	Yes	http://system.acecomputers.com/index.asp?cid=WSCA-DE
COMPUTER TECHNOLOGY LINK	B27159	GSS09133-COMPUTERV18	PC (including LAN storage)	No	www.ctlcorp.com/wsca
EMC CORPORATION	B27161	GSS09133-COMPUTERV04	Server Storage	Yes	www.emc.com/emcwsca
FUJITSU AMERICA	B27162	GSS09133-COMPUTERV22	PC (including LAN storage)	Yes	http://store.shopfujitsu.com/fpcbp/WSCA
GRACE GLOBAL CORP.	B27163	GSS09133-COMPUTERV15	PC (including LAN storage)	No	wsca.graceglobalinc.com
HEWLETT PACKARD	B27164	GSS09133-COMPUTERV05	PC (including LAN storage)	Yes	www.hp.com/buy/delaware
HOWARD TECHNOLOGY	B27165	GSS09133-COMPUTERV16	PC (including LAN storage)	No	www.howardcomputers.com/wsca2009
IBM	B27166	GSS09133-COMPUTERV06	Server Storage	Yes	www.ibm.com/easyaccess/wscanaspo
LENOVO (United States)	B27168	GSS09133-COMPUTERV17	PC (including LAN storage)	No	www.lenovo.com/wsca
NETAPP	B27170	GSS09133-COMPUTERV07	Server Storage	Yes	www.netapp.com/us/how-to-buy/wsca
ORACLE AMERICA, INC.	B27175	GSS09133-COMPUTERV11	Server Storage	Yes	www.sun.com/wsca
PANASONIC	B27172	GSS09133-COMPUTERV08	PC (including LAN storage)	Yes	http://www.panasonic.com/business/toughbook/wsca_contract.asp

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QUANTUM	B27173	GSS09133-COMPUTERV09	Server Storage	No	www.quantum.com/wsca
RICOH AMERICAS	B27174	GSS09133-COMPUTERV10	Printers	No	www.ricoh-usa.com/rmap/wscaprinters
TOSHIBA	B27176	GSS09133-COMPUTERV19	PC (including LAN storage)	No	www.laptops.toshiba.com/wsca-de
TRANSOURCE COMPUTERS	B27177	GSS09133-COMPUTERV14	PC (including LAN storage)	No	www.transource.com/wsca/de
XIOTECH CORP.	B27179	GSS09133-COMPUTERV20	Server Storage	No	www.xiotech.com/wsca2009